



TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 3  
Bridge View Center, 102 Church St.

January 16, 2024  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member McAntire, Caviness, Bossou, Galloway, Hoffman and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 1 on January 2, 2024 as presented.
  2. Acknowledge September 2023, October 2023, November 2023 financial statements and payment of bills as submitted by the Finance Department.
  3. Approve Payment of Bills Listing through January 11, 2024 as submitted by the Finance Department.
  4. Authorize purchase of Four-post Lift from BendPak in the amount of \$36,765 for the Public Works Garage.
  5. Approving purchase of a Sokkia iX-605 Robotic Total Station Kit from Transit Works for the sum of \$27,898 for the Engineering Department.
  6. Resolution No. 9-2024, setting a public hearing on a petition requesting the re-establishment and continuance of the Downtown Ottumwa Self-Supported Municipal Improvement District (“SSMID”).
  7. Resolution No. 10-2024, setting February 6, 2024 as the date of a public hearing approving the plans, specifications, form of contract and estimated cost for the Ottumwa Park Playground Equipment Project.
  8. Resolution No. 12-2024, fixing date for a Meeting on the Proposal to Reallocate Certain Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022A, of Ottumwa, Iowa, and Providing for Publication of Notice Thereof.
  9. Resolution No. 17-2024, directing Alliant Energy to revise the Lighting System on Existing Dedicated Structure #60397.
  10. Resolution No. 18-2024, directing Alliant Energy to revise the Lighting System on Existing Dedicated Structure Located at the Cross Section of Oak Meadow and Osage Drive.
  11. Beer and/or liquor applications for: Recovery Room, 1805 West Second St.; Uncle Buck’s Bar & Grill, 518 Church Street; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Status of Financial Reporting of City Funds – Jessica Kinser, Interim Finance Director.

***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 on the consideration of a ten-year municipal lease and operating agreement between the City of Ottumwa and A.A.W. Golf Group, LLC.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 20-2024, approve the ten-year municipal lease and operating agreement between the City of Ottumwa and A.A.W. Golf Group, LLC, for operations of the Cedar Creek Golf Course for 2024-2034.

RECOMMENDATION: Pass and adopt Resolution No. 20-2024.

G. ORDINANCES:

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

1. Termination of Lease Agreement for the Boy Scout building in the Greater Ottumwa Park.

RECOMMENDATION: authorize Termination of Lease Agreement between the City of Ottumwa and The Board of Trustees of the Chief Wapello Trail (Boy Scouts).

2. Authorizing City Staff to Solicit Request for Proposals Regarding the Purchase and Installation of an Updated Financial Software Program.

RECOMMENDATION: Authorize the Finance Director to proceed with issuing RFP's related to updated financial software program for the City of Ottumwa.

I. RESOLUTIONS:

1. Resolution No. 11-2024, approving the Transfer of Funds through December 31, 2023 as presented by Finance Department.

RECOMMENDATION: Pass and adopt Resolution No. 11-2024.

2. Resolution No. 13-2024, adopting a Fixed Asset Policy for the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 13-2024.

3. Resolution No. 14-2024, approving the Purchase Agreement between the City of Ottumwa and Sutphen for a new Fire Apparatus.

RECOMMENDATION: Pass and adopt Resolution No. 14-2024.

4. Resolution No. 15-2024, approving the Professional Services Agreement between the City of Ottumwa and Piper Sandler & Co. for professional services with respect to funding of Phase 8 Sewer Separation projects through Division 4.

RECOMMENDATION: Pass and adopt Resolution No. 15-2024.

5. Resolution No. 16-2024, approving Amendment No. 1 to the Destination Iowa Grant Award for Ottumwa SportsPlex.

RECOMMENDATION: Pass and adopt Resolution No. 16-2024.

6. Resolution No. 19-2024, authorizing the Mayor to Sign and Submit an Application to the Iowa Department of Transportation under the Revitalize Iowa's Sound Economy (RISE) Grant Program for Improvements to Helgerson Flats, and if Funded, to Sign all Contract Related Documents.

RECOMMENDATION: Pass and adopt Resolution No. 19-2024.

7. Resolution No. 21-2024, authorizing the Purchase and Installation of Public Art and Accepting the funding for the Total Cost of Purchase and Installation from the Ottumwa Legacy Foundation.

RECOMMENDATION: Pass and adopt Resolution No. 21-2024.

#### 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

- L. Discussion Items from Work Session scheduled for January 9, 2024 but cancelled due to inclement weather.

1. City's Fire Protection and Prevention Code; Amendments to the 2021 International Fire Code

RECOMMENDATION: Discussion.

2. City of Ottumwa Boards & Commissions

RECOMMENDATION: Discussion. Iowa Code provisions applicable to boards and commissions; any revisions or proposed changes requested by Council (term limits, etc.). City Council representation on each Board and/or Commission.

3. Primary Provisions for Election Proceedings

RECOMMENDATION: Discussion.

4. Mayoral Term

RECOMMENDATION: Discussion. Change term from four-year to two-year.

#### ADJOURN

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

**\*\*Items on the Table**

1. Resolution No. 8-2024, approving and authorizing execution of an agreement for private development and off-site improvements by and between the City of Ottumwa and Christner Properties, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 8-2024.



[ CITY OF ]  
O T T U M W A

**FAX COVER SHEET**

City of Ottumwa

DATE: 1/15/2024 TIME: 11:30 AM NO. OF PAGES 5  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #3 to be held on 1/16/2024 at 5:30 P.M. at Bridge View Center.

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 FAX MULTI TX REPORT  
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JOB NO. 4212  
 DEPT. ID 4717  
 PGS. 5

TX INCOMPLETE -----

TRANSACTION OK 916606271885  
 916416823269  
 ERROR 916416847834  
 916416828482

KTVO  
 Ottumwa Waterworks  
 Ottumwa Courier  
 Tom FM



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TX REPORT  
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JOB NO. 4212  
DEPT. ID 4717  
ST. TIME 01/15 11:28  
SHEETS 5  
FILE NAME

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KTVO  
Ottumwa Waterworks  
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CITY OF  
OTTUMWA

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## OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 1  
Bridge View Center, 102 Church St.

January 2, 2024  
5:30 O'Clock P.M.

The meeting was called to order at 5:30 P.M.

Present were Council Member Galloway, Hoffman, McAntire and Mayor Johnson.  
Pope Vacant Council Seat.

Galloway moved, seconded by McAntire to appoint Cyan Bossou to fill Pope Vacant Council Seat.  
Motion carried 3-2.

Judge Daily provided Oath of Office to Keith Caviness and Cyan Bossou.

Present were Council Member Galloway, Hoffman, McAntire, Caviness, Bossou and Mayor Johnson.

Galloway moved, seconded by Hoffman to approve consent agenda items with removal of Item B-7, Res. No. 9-2024, setting Jan. 16, 2024 as date of public hearing on SSMID renewal. Mins. from Special Mtg. No. 32 on Dec. 12, 2023, Special Mtg. No. 33 on Dec. 18, 2023, Regular Mtg. No. 34 on Dec. 19, 2023 and Special Mtg. No. 35 on Dec. 21, 2023 as presented; appointment of Council Member Galloway to serve as Mayor Pro Tem for calendar year 2024; Civil Service Elig. Lists for Dec. 27, 2023: Engineering Aide Ent.; Approving purchase of 2024 2 ½ Ton Truck from O'Halloran for Streets Dept., totaling \$221,971; Res. No. 1-2024, setting Jan. 16, 2024 as date of public hearing on consideration of ten-yr. municipal lease and operating agt. between City of Ottumwa and A.A.W. Golf Group, LLC; Res. No. 4-2024, approving contract, bonds, and cert. of ins. for Elm St. & Fellows Ave. Reconstruction Project; Beer and/or liquor applications for: Iowa Liquor & Tobacco, 1021 E. Main; Dollar General Store #7179, 721 N. Quincy Ave.; all applications pending final inspections. All ayes.

Caviness moved, seconded by McAntire to approve agenda as presented. All ayes.

Interim Finance Dir. Kinser updated council on finance items. Auditors from Bergan KDV started today; identified quite a few entries for FY23 that doesn't change cash balance but corrects fund types; looking to bring a Fixed Asset Policy to council for ratification along with transfers to consider through Dec. 31, 2023.

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

Report on Bird E-Scooter Program. Planning & Zoning Coordinator Rusch reported, Bird filed Chp. 11 bankruptcy on Dec. 20, 2023; company assured the City that operations are continuing as the company is up for potential sale or acquisition. What direction does Council want to go? Renew Agt. with Bird and work with successor company; release RFQ to identify any other parties seeking the e-scooter license or stop the e-scooter program indefinitely? Hoffman stated he is not on board to encourage bad business decisions; after reading about their business practices, I don't think we should cont. with them. Caviness thinks we should put out RFQ. Hoffman moved, seconded by Galloway to release RFQ for E-Scooter Program and work with legal to identify any potential termination of current contract with Bird and review of Agt. to see if Bird provides grounds for termination. All ayes.

Hoffman moved, seconded by Galloway to auth. purchase of Fire Apparatus from Sutphen Corp. in the Amt. \$869,400.34. Interim Fire Chief Short reported this purchase was approved through Fleet



Committee on Oct. 18, 2023; Sutphen has given us through Jan. 3, 2024 to accept this price or it will be released; the price will immediately increase by \$60,000 and cont. to increase quarterly after. This purchase will replace a ladder truck that has a rusted frame and inoperable aerial ladder; if the truck stationed at south side would ever go down, we would not have a replacement for that location. By agreeing to purchase this apparatus, we will have it sooner (10 months instead of 48 months) and at a discounted price. Rath reported we currently do not have funds in the bank to purchase; however, if wishing to move forward with this purchase, will need to potentially bond for it and add to our debt service levy. Motion carried 4-1. Ayes: Galloway, Hoffman, McAntire, Bossou. Nays: Caviness.

Caviness moved, seconded by Bossou that Res. No. 2-2024, est. Electrical Permit Fees for Wiring Statement Inspections in the City of Ottumwa, be passed and adopted. All ayes.

McAntire moved, seconded by Hoffman that Res. No. 3-2024, awarding contract for Blake's Branch Ph. 8, Div. II, Sewer Separation project to J&K Contracting, LLC, of Urbandale, IA, in the amt. \$5,716,345, be passed and adopted. PW Dir/City Engineer Burgmeier reported four bids rec'd. \$2.5 Million STAG Grant, \$2.6 Million Sewer Fund Balance with \$250,000 reimbursed by OWW for water main construction. All ayes.

Galloway moved, seconded by McAntire that Res. No. 5-2024, accept Proposed Extension from Ahlers and Cooney, PC for Provision of General Legal Services, be passed and adopted. All ayes.

Hoffman moved, seconded by McAntire that Res. No. 6-2024, removing special assessment applied to 121 S. Iowa Ave. on Res. No. 41-2023, be passed and adopted. All ayes.

McAntire moved, seconded by Hoffman that Res. No. 7-2024, auth. release and satisfaction for judgements against the property at 130 S. Iowa Ave., be passed and adopted. All ayes.

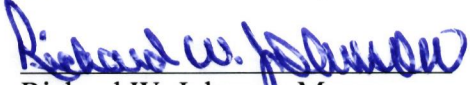
Galloway moved, seconded by McAntire that Res. No. 8-2024, approving and auth. execution of agt. for private development and off-site improvements by and between the City of Ottumwa and Christner Properties, LLC, be passed and adopted. Rusch explained the development of four single family homes in this area requires an extension of the sewer. Christner has asked the city to pay 75% of this amt. up to \$52,000; est. sewer work \$81,000. Much discussion was had; council doesn't want to appear not willing to work with developers, but, do not feel obligated to provide financial assistance on an issue they were already aware of when they decided to build in this area. The city is also providing \$10,000 per unit incentive (total \$40,000). Caviness moved, seconded by Hoffman to table this item until more information is provided (sewer fund balance) and request someone from Christner present to discuss. All ayes.

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

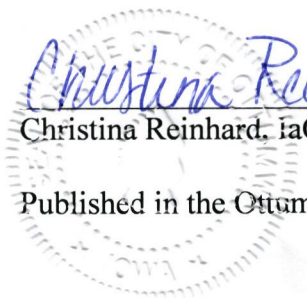
There being no further business, Galloway moved, seconded by McAntire that the mtg. adjourn. All ayes.

Adjournment was at 6:42 P.M.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:



*Christina Reinhard*  
Christina Reinhard, IaCMC, City Clerk

Published in the Ottumwa Courier on 1/11/2024.

City of Ottumwa  
Wells Fargo Checking  
Account #XXXXXXX  
September 30, 2023

<b>Bank Balance</b>	<b>9/30/2023</b>	<b>\$ 3,284,197.89</b>	
Deposit in Transit-Mary Clerk In Transit		\$ (59.90)	beach
Clerk A/R In Transit		\$ -	
Outstanding CC Pmts:			
Campground			
Police			
Returned Checks		\$ -	
Fraud Checks		\$ -	
System Difference - Correcting Entry Made in NOV		\$ 3,316.09	
Less Outstanding AP Checks		\$ (308,965.15)	From statement of changes in cash balance
Less Outstanding Payroll Checks		\$ (33,979.83)	
Checks Cleared but not written		\$ -	
<b>Adjusted Bank Balance</b>	<b>9/30/2023</b>	<b><u>\$ 2,944,509.10</u></b>	
<b>Book Balance</b>	<b>9/30/2023</b>	<b>\$ 2,944,509.10</b>	
AR Deposits Missing From PACE			
<b>Adjusted Book Balance</b>	<b>9/30/2023</b>	<b>\$ 2,944,509.10</b>	
		\$ -	system over/under

REPORT DATE 09/30/2023  
 SYSTEM DATE 01/08/2024  
 FILES ID O

CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 09/30/2023

PAGE 1  
 TIME 10:30:32  
 USER KINSERJ

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	874032.57	2898842.55	1447898.54	2324976.58	73667.94	2398644.52
TOTALS FOR FUND 002	PARKING RAMP	56766.83	993.00	942.52	56817.31	60.00	56877.31
TOTALS FOR FUND 003	GENERAL-ARPA	2924458.10		503486.09	2420972.01		2420972.01
TOTALS FOR FUND 005	Franchise Fe	602750.74	75000.00	375000.00	302750.74		302750.74
TOTALS FOR FUND 110	ROAD USE TAX	6738441.02	441326.03	392422.36	6787344.69	82043.75	6869388.44
TOTALS FOR FUND 112	EMPLOYEE BEN	2489652.67	581164.75	1898681.01	1172136.41		1172136.41
TOTALS FOR FUND 119	EMERGENCY FU	3922.86	20422.16		24345.02		24345.02
TOTALS FOR FUND 121	SALES TAX 1%	6910773.89	390439.53		7301213.42		7301213.42
TOTALS FOR FUND 122	*****						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN			441.50	-441.50		-441.50
TOTALS FOR FUND 125	WESTGATE TIF	-287088.98	165141.55	49572.50	-171519.93	9784.50	-161735.43
TOTALS FOR FUND 126	AIRPORT TIF	102809.19	35053.97		137863.16		137863.16
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	21850.74			21850.74		21850.74
TOTALS FOR FUND 129	RISK MANAGEM	235343.52	71221.98	31618.74	274946.76	16270.43	291217.19
TOTALS FOR FUND 131	AIRPORT FUND	289032.92	140569.52	171583.76	258018.68	1615.39	259634.07
TOTALS FOR FUND 133	LIBRARY FUND	73764.84	118956.41	57119.23	135602.02	709.30	136311.32
TOTALS FOR FUND 135	CEMETERY FUN	-57400.79	38243.42	30096.76	-49254.13	3834.84	-45419.29
TOTALS FOR FUND 137	HAZ-MAT FUND	142978.14	1000.00	5275.30	138702.84		138702.84
TOTALS FOR FUND 141	2023 UPPER S	113427.21			113427.21		113427.21
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNFIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	142220.06			142220.06		142220.06
TOTALS FOR FUND 147	CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148	2016 OWV CDB						
TOTALS FOR FUND 151	OTHER BOND P	1729401.77	202985.09	200462.47	1731924.39	15725.00	1747649.39
TOTALS FOR FUND 162	SSMID DISTRI	64462.30	2098.40		66560.70		66560.70
TOTALS FOR FUND 167	FIRE BEQUEST	12826.37			12826.37		12826.37
TOTALS FOR FUND 169	START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171	RETIREE HEAL	106.32			106.32		106.32
TOTALS FOR FUND 173	LIBRARY BEQU	68153.63	1916.00	9636.57	60433.06	2142.44	62575.50
TOTALS FOR FUND 174	COMMUNITY DE	423944.03		20332.62	403611.41		403611.41
TOTALS FOR FUND 175	POLICE BEQUE	178402.06	6705.41	2505.61	182601.86	16.00	182617.86
TOTALS FOR FUND 176	Reimb Grants	-24205.27			-24205.27		-24205.27
TOTALS FOR FUND 177	HISTORIC PRE	26446.09		605.00	25841.09		25841.09
TOTALS FOR FUND 200	DEBT SERVICE	-1687633.73	354001.25		-1333632.48		-1333632.48
TOTALS FOR FUND 301	STREET PROJE	1807678.53		132721.05	1674957.48		1674957.48
TOTALS FOR FUND 303	AIRPORT PROJ	411705.07			411705.07		411705.07
TOTALS FOR FUND 307	SIDEWALK & C	113377.36			113377.36		113377.36
TOTALS FOR FUND 309	PARK PROJECT	995494.03	300983.36	7472.00	1289005.39		1289005.39
TOTALS FOR FUND 311	LEVEE PROJEC	-178241.36		81.94	-178323.30		-178323.30
TOTALS FOR FUND 313	EVENT CENTER	507283.81		1654.96	505628.85		505628.85
TOTALS FOR FUND 315	SEWER CONSTR	1555301.33	3266.00	422387.13	1136180.20	45016.26	1181196.46
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM	2713.29			2713.29		2713.29
TOTALS FOR FUND 503	CEMETERY PER	1240.00	552.00	1240.00	552.00		552.00
TOTALS FOR FUND 610	SEWER UTILIT	4173237.48	701669.69	281793.23	4593113.94	16990.13	4610104.07
TOTALS FOR FUND 611	SEWER SINKIN	1377000.00			1377000.00		1377000.00
TOTALS FOR FUND 612	STORM WATER						

REPORT DATE 09/30/2023  
 SYSTEM DATE 01/08/2024  
 FILES ID 0

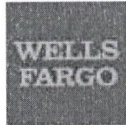
CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 09/30/2023

PAGE 2  
 TIME 10:30:32  
 USER KINSERJ

ACCOUNT NUMBER ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 613 SEWER IMPROV	4602274.00			4602274.00		4602274.00
TOTALS FOR FUND 670 LANDFILL FUN	1660324.92	171117.69	223131.19	1608311.42	1566.20	1609877.62
TOTALS FOR FUND 671 LANDFILL RES	1241555.00			1241555.00		1241555.00
TOTALS FOR FUND 673 RECYCLING	382250.73	123170.30	48114.25	457306.78	9520.74	466827.52
TOTALS FOR FUND 690 TRANSIT FUND	632142.24		63.02	632079.22	4.16	632083.38
TOTALS FOR FUND 695 1015 TRANSIT						
TOTALS FOR FUND 720 BRIDGEVIEW E	153672.23	39431.50	93728.00	99575.73		99575.73
TOTALS FOR FUND 750 GOLF COURSE	50748.62		466.00	50282.62		50282.62
TOTALS FOR FUND 810 POOLED INVES	-48233526.82	5775.36		-48227751.46		-48227751.46
TOTALS FOR FUND 820 PAYROLL CLEA	217477.99	422687.17	349223.84	290941.32	5815.61	296756.93
TOTALS FOR FUND 840 *****	1720519.81		7029.60	1713490.21		1713490.21
TOTALS FOR FUND 860 GROUP HEALTH	6758713.70	167706.85	210771.78	6715648.77		6715648.77
TOTALS FOR FUND 861 POST 65 RETI	158922.55	88461.63	66121.75	181262.43	24182.46	205444.89
TOTALS FOR FUND 862 DENTAL INSUR	61760.16	5802.47	7945.60	59617.03		59617.03
TOTALS FOR FUND 863 LIFE INSURAN	56688.58	2069.51	255.00	58503.09		58503.09
TOTALS FOR ALL LISTED FUNDS	2417615.47	7578774.55	7051880.92	2944509.10	308965.15	3253474.25

# Analyzed Business Checking - PF

Account number: XXXXXXXX ■ September 1, 2023 - September 30, 2023 ■ Page 1 of 8



CITY OF OTTUMWA  
GENERAL ACCT  
105 E 3RD ST  
OTTUMWA IA 52501-2904

## Questions?

Call your Customer Service Officer or Client Services  
**1-800-AT WELLS** (1-800-289-3557)  
5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: [wellsfargo.com](http://wellsfargo.com)

Write: Wells Fargo Bank, N.A. (001)  
P.O. Box 6995  
Portland, OR 97228-6995

## Account summary

### Analyzed Business Checking - PF

Account number	Beginning balance	Total credits	Total debits	Ending balance
XXXXXXXXXX	\$2,888,354.55	\$3,978,042.83	-\$3,582,199.49	\$3,284,197.89

## Credits

### Deposits

Effective date	Posted date	Amount	Transaction detail
09/26	09/27	180.00	Reversal of Check Posted 9-26-23 Reposted 9-27-23 as Serial 0000219026 Our Ref: 9-26-23 00000000
		<b>\$180.00</b>	<b>Total deposits</b>

### Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
09/01		20.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
09/01		26.50	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
09/01		50.00	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
09/01		70.00	Epx St 034145187 Merch Setl 3130034145187 City of Ottumwa Police
09/01		527.76	Bankcard 1860 Mtot Dep 230831 519917920127313 City of Ottumwa - Lan
09/01		1,950.00	Amtrak Payments 230901 0999285 Ref*PO*6000094584\Dtm*003*20230901\SE*16*00000051
09/01		5,187.47	Avfuel3023 Cctransfer Ottum1 City of Ottumwa
09/01		13,026.16	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
09/01		22,301.34	10L Govdeals 10Lgdusfss 39525 Ref*\
09/01		107,756.45	Ottumwa Water City Pymt 230901 Sewer & Refuse City of Ottumwa
09/05		0.60	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library
09/05		20.00	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
09/05		42.01	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library
09/05		50.00	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
09/05		80.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
09/05		176.00	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
09/05		188.00	Epx St 034145187 Merch Setl 3130034145187 City of Ottumwa Police

City of Ottumwa					
Statement of Changes in Cash Balance					
Sep-23					
ACCOUNT	ACCOUNT DESCRIPTION	Aug End Balance	Cash DEBITS/Receipts	Cash CREDITS/ Disbursements	Sept End BALANCE
001	GENERAL OPER	874,032.57	2,898,842.55	1,447,898.54	2,324,976.58
002	PARKING RAMP	56,766.83	993.00	942.52	56,817.31
003	GENERAL-ARPA	2,924,458.10		503,486.09	2,420,972.01
005	Franchise Fe	602,750.74	75,000.00	375,000.00	302,750.74
110	ROAD USE TAX	6,738,441.02	441,326.03	392,422.36	6,787,344.69
112	EMPLOYEE BEN	2,489,652.67	581,164.75	1,898,681.01	1,172,136.41
119	EMERGENCY FU	3,922.86	20,422.16		24,345.02
121	SALES TAX 1%	6,910,773.89	390,439.53		7,301,213.42
122					
123	AGASSI TIF D				
124	VOGEL URBAN			441.50	(441.50)
125	WESTGATE TIF	(287,088.98)	165,141.55	49,572.50	(171,519.93)
126	AIRPORT TIF	102,809.19	35,053.97		137,863.16
127	PENNSYLVANIA				
128	WILDWOOD HWY	21,850.74			21,850.74
129	RISK MANAGEM	235,343.52	71,221.98	31,618.74	274,946.76
131	AIRPORT FUND	289,032.92	140,569.52	171,583.76	258,018.68
133	LIBRARY FUND	73,764.84	118,956.41	57,119.23	135,602.02
135	CEMETERY FUN	(57,400.79)	38,243.42	30,096.76	(49,254.13)
137	HAZ-MAT FUND	142,978.14	1,000.00	5,275.30	138,702.84
141	2023 UPPER S	113,427.21			113,427.21
142	HOAP/HILP ES				
143	EPA BROWNFIE				
144	2013 CDBG HO				
145	DOWNTOWN REV				
146	DOWNTOWN STR	142,220.06			142,220.06
147	CDBG P-2 MAS	17,628.32			17,628.32
148	2016 OWW CDB				
151	OTHER BOND P	1,729,401.77	202,985.09	200,462.47	1,731,924.39
162	SSMID DISTRI	64,462.30	2,098.40		66,560.70
167	FIRE BEQUEST	12,826.37			12,826.37
169	START UP/DON	(165.20)			(165.20)
171	RETIREE HEAL	106.32			106.32
173	LIBRARY BEQU	68,153.63	1,916.00	9,636.57	60,433.06
174	COMMUNITY DE	423,944.03		20,332.62	403,611.41
175	POLICE BEQUE	178,402.06	6,705.41	2,505.61	182,601.86
176	Reimb Grants	(24,205.27)			(24,205.27)
177	HISTORIC PRE	26,446.09		605.00	25,841.09
200	DEBT SERVICE	(1,687,633.73)	354,001.25		(1,333,632.48)

301	STREET PROJE	1,807,678.53		132,721.05	1,674,957.48
303	AIRPORT PROJ	411,705.07			411,705.07
307	SIDEWALK & C	113,377.36			113,377.36
309	PARK PROJECT	995,494.03	300,983.36	7,472.00	1,289,005.39
311	LEVEE PROJEC	(178,241.36)		81.94	(178,323.30)
313	EVENT CENTER	507,283.81		1,654.96	505,628.85
315	SEWER CONSTR	1,555,301.33	3,266.00	422,387.13	1,136,180.20
320	WEST END FLO				
501	CEMETERY MEM	2,713.29			2,713.29
503	CEMETERY PER	1,240.00	552.00	1,240.00	552.00
610	SEWER UTILIT	4,173,237.48	701,669.69	281,793.23	4,593,113.94
611	SEWER SINKIN	1,377,000.00			1,377,000.00
612	STORM WATER				
613	SEWER IMPROV	4,602,274.00			4,602,274.00
670	LANDFILL FUN	1,660,324.92	171,117.69	223,131.19	1,608,311.42
671	LANDFILL RES	1,241,555.00			1,241,555.00
673	RECYCLING	382,250.73	123,170.30	48,114.25	457,306.78
690	TRANSIT FUND	632,142.24		63.02	632,079.22
695	1015 TRANSIT				
720	BRIDGEVIEW E	153,872.23	39,431.50	93,728.00	99,575.73
750	GOLF COURSE	50,748.62		466.00	50,282.62
810	POOLED INVES	(48,233,526.82)	5,775.36		(48,227,751.46)
820	PAYROLL CLEA	217,477.99	422,687.17	349,223.84	290,941.32
840	Equipment Purchasing	1,720,519.81		7,029.60	1,713,490.21
860	GROUP HEALTH	6,758,713.70	167,706.85	210,771.78	6,715,648.77
861	POST 65 RETI	158,922.55	88,461.63	66,121.75	181,262.43
862	DENTAL INSUR	61,760.16	5,802.47	7,945.60	59,617.03
863	LIFE INSURAN	56,688.58	2,069.51	255.00	58,503.09
<b>TOTALS FOR ALL LISTED FUNDS</b>		<b>\$ 2,417,615.47</b>	<b>\$ 7,578,774.55</b>	<b>\$ 7,051,880.92</b>	<b>\$ 2,944,509.10</b>



City of Ottumwa  
Vendor Payment Report  
For the Month of Sept23

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00329	A CHILD IS MISSING	218775	9/1/2023	500.00	OTHER PROF SERV
00330	AUGUSTIN ACEVEDO	219038	9/29/2023	50.00	RENTAL PERMITS-UNITS
00690	AFLAC	218776	9/1/2023	1,935.38	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	218846	9/8/2023	28,885.30	LEGAL FEES
01700	ALLIANT ENERGY/IPL	218975	9/22/2023	97,188.88	ELECTRIC
01719	ALLIED SYSTEMS, INC.	218976	9/22/2023	26,966.00	OTHER CAPITAL EQUIP
02080	ALTORFER INC.	218977	9/22/2023	11,036.96	VHCL MTCE SUPPLIES
02592	AMERICAN BOTTLING COMPANY	218779	9/1/2023	85.26	MERCHANDISE - RESALE
03641	AMERICAN TRAFFIC SAFETY	218780	9/1/2023	1,140.00	STREET MAINT SUPPLIES
04249	MAX LEROY ANDERSON	218903	9/15/2023	4,554.00	Reimb Grant Expenditures
05681	ATLANTIC BOTTLING COMPANY	218781	9/1/2023	71.31	CONCESSION - RESALE
05700	ATOMIC TERMITE & PEST	218978	9/22/2023	195.00	OPERATING SUPPLIES
06003	BP	218904	9/15/2023	460.20	VHCL-FUEL
06327	LUIS BAEZA	218849	9/8/2023	100.00	REFUNDS
06481	BAILEY OFFICE OUTFITTERS	218905	9/15/2023	698.68	OFFICE SUPPLIES
06950	BALL, DUKE	218906	9/15/2023	34.00	TRAVEL & CONFERENCE
07019	BRADLEY T BARNES	218907	9/15/2023	85.00	OTHER PROF SERV
07230	CERA BATTERSON	218850	9/8/2023	50.00	REFUNDS
07694	MARIA BEJARANO	218979	9/22/2023	50.00	REFUNDS
09341	BLACKHAWK BODYSHOP AND	218782	9/1/2023	2,083.81	VHCL MTCE SUPPLIES
09352	BLACKSTONE PUBLISHING	219042	9/29/2023	150.00	LIBRARY MAT.-JAMES ESTATE
09360	BLACK'S TIRE COMPANY LLC	218783	9/1/2023	7,445.19	VHCL MTCE SUPPLIES
09692	BOMGAARS SUPPLY	219044	9/29/2023	875.64	OPERATING SUPPLIES
10079	BOUND TREE MEDICAL LLC	219045	9/29/2023	40.79	EMS SUPPLIES
11495	BRIDGE CITY TRUCK REPAIR	218785	9/1/2023	266.36	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	218909	9/15/2023	169,886.42	REFUSE HAULING
11506	BRIDGE VIEW CENTER	218980	9/22/2023	93,728.00	MANAGEMENT SERVICES
12500	BUB'S TREE CARE	218910	9/15/2023	9,850.00	TREE TRIMMING
13646	CALHOUN-BURNS & ASSOC INC	218788	9/1/2023	23,304.95	ENGINEERING
14317	CAPITAL ONE	219049	9/29/2023	2,207.57	CONCESSION SUPPLIES
14318	CAPITAL CITY EQUIPMENT CO	219050	9/29/2023	222.58	VHCL MTCE SUPPLIES
15000	CARQUEST AUTO	218911	9/15/2023	481.15	VHCL MTCE SUPPLIES
15600	CARROLL DISTRIBUTING	218853	9/8/2023	116.01	MISCELLANEOUS
15767	COLTON CARTER	219051	9/29/2023	180.00	SUSTENANCE SUPPLIES
15788	CATERPILLAR GLOBAL SERVIC	218854	9/8/2023	4,737.60	VHCL MTCE SUPPLIES
16300	CENTRAL IOWA FASTENERS	218982	9/22/2023	643.63	MISCELLANEOUS
16402	CENTURYLINK	218983	9/22/2023	1,622.75	TELEPHONE/IT
16403	CENTURYLINK	218912	9/15/2023	6.55	TELEPHONE/IT
17500	CHRISTNER CONTRACTING INC	218856	9/8/2023	39,614.79	CONTRACTUAL SERVICES
17825	CITY OF OTTUMWA, CEMETERY	218792	9/1/2023	1,240.00	CASH INVESTED PASSBK SVNG
18501	CLUB SENTRY SOFTWARE	218793	9/1/2023	32.95	TECHNOLOGY SERVICES
18502	CLUB SENTRY SOFTWARE	219052	9/29/2023	32.95	TECHNOLOGY SERVICES
18740	COBAN TECHNOLOGIES, INC	218913	9/15/2023	2,069.71	TECHNOLOGY SERVICES
18834	COLD SPRING GRANITE COMPA	218914	9/15/2023	395.00	MERCHANDISE - RESALE
18980	CHILD SUPPORT SERVICES	219053	9/29/2023	5,920.32	CHILD SUPPORT PAYABLE
19682	COMMERCIAL ROOF COATINGS	219035	9/22/2023	8,650.00	OTHER CAPITAL EQUIPMENT
20969	HALEY COOK	218857	9/8/2023	50.00	REFUNDS
22277	CURTIS ARCHITECTURE	219054	9/29/2023	4,500.00	CONTRACTUAL SERVICES
22457	DC CONCRETE & CONST. LLC	219055	9/29/2023	108,737.00	CONTRACTUAL SERVICES

22473	DMACC	218984	9/22/2023	140.00	TRAINING
22479	D P PLUMBING PLUS	218985	9/22/2023	3,772.04	CONTRACTUAL SERVICES
24151	DENTONS DAVIS BROWN PC	218986	9/22/2023	444.00	CONTRACTUAL SERVICES
24330	DERANS TOWING SERVICE	218795	9/1/2023	200.00	CONTRACTUAL SERVICES
26640	ECOSYSTEMS INC	219056	9/29/2023	7,524.00	CONTRACT EMPLOYEES
27005	ELECTRIC PUMP, INC.	218916	9/15/2023	2,889.02	OTHER MAINT & REPAIR
27010	CONSOLIDATED ELECTRICAL	218796	9/1/2023	1,008.48	GROUND MAINT & REPAIR
27217	SOUTHEAST IOWA ELITE	218858	9/8/2023	579.82	MISC CONTRACT WORK
27272	ELLIOTT BULK SERVICES LLC	218917	9/15/2023	12,927.56	IOWA FUEL TAX
27280	ELLIOTT OIL COMPANY	218918	9/15/2023	62,373.78	VHCL MTCE SUPPLIES
27552	EMPOWER RETIREMENT	219059	9/29/2023	750.00	HARTFORD DEF COMP PAYABLE
27823	ERHARDT, CLAYTON	218920	9/15/2023	1,145.00	RENTS & LEASES
28208	EUROFINS ENVIRONMENT	218860	9/8/2023	6,352.06	LAB SUPPLIES
29300	FASTENAL COMPANY	218988	9/22/2023	737.32	SUSTENANCE SUPPLIES
29829	FIDELITY SECURITY LIFE	219060	9/29/2023	2,359.79	AVESIS PAYABLE
30349	FIRST RESOURCES CORPORATI	218921	9/15/2023	100.00	REFUNDS
30351	FIRST RESOURCES	218989	9/22/2023	100.00	REFUNDS
31439	FULLER MONUMENT	218798	9/1/2023	1,465.00	CAPITAL IMPROVEMENTS
31459	GRP & ASSOCIATES	218990	9/22/2023	53.00	HAZARDOUS WASTE DISPOSAL
31688	CARA GALLOWAY	219061	9/29/2023	144.10	REIMBURSEMENT
31690	GAMMA SCIENTIFIC INC.	218922	9/15/2023	9,789.00	STREET MAINT SUPPLIES
32046A	DEREK & CLAUDIA GATES	218923	9/15/2023	10,000.00	CAPITAL IMPROVEMENTS
32767	GLOBAL INDUSTRIAL	218991	9/22/2023	661.87	OPERATING SUPPLIES
33162	GOVTEMPSUSA, LLC	218861	9/8/2023	7,812.00	CONTRACTUAL SERVICES
33648	GREATER OTTUMWA PARTNERS	218993	9/22/2023	11,250.00	LEGAL FEES
33653	GREGG YOUNG AUTOMOTIVE	218924	9/15/2023	1,323.80	VHCL MTCE SUPPLIES
34052	BERT GURNEY & ASSOCIATES,	218800	9/1/2023	13,241.53	OTHER MAINT & REPAIR
34332	HDR ENGINEERING, INC.	218862	9/8/2023	1,469.26	CAPITAL IMPROVEMENTS
34913	TRAVIS HANCOCK	218994	9/22/2023	180.00	SUSTENANCE SUPPLIES
34966	HARDY DIAGNOSTICS	219063	9/29/2023	652.32	LAB SUPPLIES
36092	HAWKEYE POLYGRAPH	218925	9/15/2023	350.00	OTHER PROF SERV
36119	COREY HAYN	218926	9/15/2023	180.00	REFUNDS
36149	CONNIE HAZELWOOD	218863	9/8/2023	2,491.76	Reimb Grant Expenditures
36301	HEARTLAND AVIATION	218927	9/15/2023	330.00	RENTS & LEASES
36302	HEARTLAND HUMANE SOCIETY	218928	9/15/2023	300.00	OTHER PROF SERV
37423	BRAD HIGGINS	219064	9/29/2023	124.98	SUSTENANCE SUPPLIES
37431	HIGHLAND DEVELOPMENT	218929	9/15/2023	49,480.00	TIF PAYMENTS
37476	HILL PRODUCTIONS & MEDIA	218995	9/22/2023	74.00	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	218802	9/1/2023	729.76	GROUND MAINT & REPAIR
38195	HOPKINS & HUBBNER PC	219066	9/29/2023	10,754.62	LEGAL FEES
38196	HOPKINS PROPERTIES, LLC	218865	9/8/2023	75,000.00	PAYMENT TO OEDC
38785	DON HOUK	218803	9/1/2023	180.00	SUSTENANCE SUPPLIES
38921	HOWDEN USA COMPANY	218930	9/15/2023	720.00	OPERATING SUPPLIES
39185	HUMANA INSURANCE CO	219067	9/29/2023	24,182.46	MEDICARE PREMIUMS
39305	HYDROTECH SYSTEMS LTD	218804	9/1/2023	504.63	EQUIP REPAIR
39439	HYVEE	218996	9/22/2023	158.13	EMS SUPPLIES
41505A	IMWCA	219068	9/29/2023	26,367.43	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	218806	9/1/2023	4,897.76	STREET MAINT SUPPLIES
41754	INDIAN HILLS COMMUNITY	218998	9/22/2023	1,166.50	TRAINING
41920A	INDUSTRIAL CHEMICAL	218866	9/8/2023	148.00	BLDG MAINT & REPAIR
42090	INFOMAX OFF SYSTEMS INC	218867	9/8/2023	2,305.29	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	218931	9/15/2023	4,693.03	LIBRARY MAT.-JAMES ESTATE
42170	INLAND TRUCK PARTS & SERV	219071	9/29/2023	139.09	VHCL MTCE SUPPLIES
42555	INTERNAL REVENUE SERVICE	218999	9/22/2023	65.92	MISCELLANEOUS
43199	INTERNATIONAL CODE COUNCI	219072	9/29/2023	160.00	TECHNOLOGY SERVICES
43265	INTERSTATE BATTERY	218932	9/15/2023	427.85	VHCL MTCE SUPPLIES
43290	IAMU	218868	9/8/2023	1,200.00	TRAINING
43465	IOWA COMMUNITIES ASSURANC	218808	9/1/2023	2,500.00	Legal Fees

43506	IOWA DEPT TRANSPORTATION	219000	9/22/2023	3,460.00	STREET MAINT SUPPLIES
43547	IOWA DIVISION OF LABOR	219074	9/29/2023	160.00	GROUNDS MAINT & REPAIR
43880A	IA LAW ENFORCEMENT ACADEM	219001	9/22/2023	375.00	TRAINING
43999	IOWA ONE CALL	218869	9/8/2023	180.90	TELEPHONE/IT
45044	JEO CONSULTING GROUP, INC	218870	9/8/2023	27,709.50	MISCELLANEOUS
45057	J & J MOWING	219075	9/29/2023	44,807.50	WEED MOWING
45518	JEFFERSON COUNTY QUARRY	218872	9/8/2023	2,276.57	STREET MAINT SUPPLIES
45616	JERRY'S TREE SERVICE	218934	9/15/2023	770.00	TREE TRIMMING
45619	JETCO, INC.	218935	9/15/2023	858.50	TELEPHONE/IT
45974	JOHN DEERE FINANCIAL	218810	9/1/2023	1,272.33	STREET MAINT SUPPLIES
46199	RICK JOHNSON	219076	9/29/2023	144.10	REIMBURSEMENT
47726	KAYSER SOIL SERVICE	218811	9/1/2023	428.00	OPERATING SUPPLIES
48769	KEYSTONE LABORATORIES INC	218812	9/1/2023	739.00	LAB SUPPLIES
49042	KIRKHAM MICHAEL	218813	9/1/2023	410.00	OTHER PROF SERV
49050	KAROL KIRKPATRICK	219077	9/29/2023	160.00	MERCHANDISE - RESALE
49082	KIRX INC.	218873	9/8/2023	283.50	ADVERT/LEGAL PUBL
49500	KNIGHTS OF COLUMBUS	218936	9/15/2023	300.00	PROGRAM SUPPLIES
49687	KOHL WHOLESALE	219078	9/29/2023	558.54	OPERATING SUPPLIES
49700	KEVIN KOONTZ	218814	9/1/2023	192.30	TRAINING
49804D	UKG KRONOS SYSTEMS, LLC	218937	9/15/2023	5,772.15	Contractual Services
50305A	KYOU	219003	9/22/2023	895.00	ADVERT/LEGAL PUBL
50451	LABCONCO CORP	218815	9/1/2023	78.60	LAB SUPPLIES
50479	THE LAKOTA GROUP, INC	219004	9/22/2023	605.00	CONTRACTUAL SERVICES
50620	LANGMAN CONSTRUCTION, INC	218938	9/15/2023	197,095.35	UTILITY SYSTEM
51051	MARK LAWSON	218939	9/15/2023	50.00	REFUNDS
51096	LEAGUE OF WISCONSIN	219005	9/22/2023	150.00	ADVERT/LEGAL PUBL
51097	LEAGUE OF KANSAS	219006	9/22/2023	130.00	ADVERT/LEGAL PUBL
51719	ERIC LEWIS	219007	9/22/2023	45.50	OPERATING SUPPLIES
51968	LIBERTY TIRE	219079	9/29/2023	7,907.68	TIRE DISPOSAL
52724	LOCK MASTER	219009	9/22/2023	83.00	MISCELLANEOUS
52990	LOKTRONICS SECURITY CORP	219010	9/22/2023	97.29	OPERATING SUPPLIES
53402	M & M AUDIO SECURITY	218875	9/8/2023	50.00	REFUNDS
54390	MANATT'S INC	218940	9/15/2023	30,661.80	STREET MAINT SUPPLIES
55258	ANAHI MARTINE	219011	9/22/2023	50.00	REFUNDS
56656	MCKEE CONSTRUCTION AND	218816	9/1/2023	13,200.00	CONTRACTUAL SERVICES
57385	MENARDS	218943	9/15/2023	4,459.88	OPERATING SUPPLIES
57419	DANIELA MENDOZA	218944	9/15/2023	50.00	REFUNDS
57518	SYMETRA LIFE INSURANCE CO	218876	9/8/2023	4,428.93	MEDICARE PREMIUMS
58500	MIDAMERICAN ENERGY CO	218878	9/8/2023	1,940.38	NATURAL GAS
58518	MID-AMERICAN RESEARCH	219081	9/29/2023	548.05	OPERATING SUPPLIES
58550	MID IOWA PETROLEUM SERV	218879	9/8/2023	6,300.00	OTHER CAPITAL EQUIPMENT
59375	MIDWEST RADAR & EQUIPMENT	218817	9/1/2023	320.00	EQUIP REPAIR
59382	MIDWEST TAPE	219083	9/29/2023	182.15	LIBRARY MAT.-JAMES ESTATE
59386	MIDWEST UNDERGROUND	219012	9/22/2023	421.72	VHCL MTCE SUPPLIES
60299	MISSIONSQUARE	219084	9/29/2023	3,646.14	ICMA DEF COMP PAYABLE
60780	MOBILE LOCKSMITH & ALARM,	218947	9/15/2023	1,409.00	OPERATING SUPPLIES
61702	MOSE LEVY COMPANY INC	218819	9/1/2023	226.35	VHCL MTCE SUPPLIES
61785	MOTION INDUSTRIES	219013	9/22/2023	2,129.09	OPERATING SUPPLIES
62580	MUNICIPAL PIPE TOOL CO LL	218820	9/1/2023	6,076.35	VHCL MTCE SUPPLIES
62889	MYOU	219014	9/22/2023	405.00	ADVERT/LEGAL PUBL
63043	NAPA AUTO PARTS	219016	9/22/2023	2,293.52	VHCL MTCE SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	218821	9/1/2023	19,412.14	VACATION LEAVE
65985	NORSOLV SYSTEMS ENVIRONM	218948	9/15/2023	169.95	MISCELLANEOUS
66001	NORRIS ASPHALT PAVING INC	219085	9/29/2023	42,447.20	STREET MAINT
66531	TOM O'BRIEN	218949	9/15/2023	3,286.86	Reimb Grant Expenditures
66561	OFFICIAL PEST CONTROL	218882	9/8/2023	55.00	SUSTENANCE SUPPLIES
66641	O'HALLORAN INTERNATIONAL	218822	9/1/2023	401.65	VHCL MTCE SUPPLIES
67058	ONSITE SERVICE SOLUTIONS	219086	9/29/2023	1,745.00	CONTRACTUAL SERVICES

67098	O'REILLY AUTOMOTIVE	218950	9/15/2023	1,131.24	VHCL MTCE SUPPLIES
67107	ON TARGET AMMUNITION	218823	9/1/2023	3,839.69	TOOLS & SMALL EQUIP
68237	OTTUMWA LEADERSHIP ACADEM	218883	9/8/2023	1,100.00	TRAVEL & CONFERENCE
68238	OTTUMWA HEALTH GROUP LLC	219018	9/22/2023	80.00	EMPLOYEE PHYSICALS/TESTS
68560	OTTUMWA PRINTING, INC.	219087	9/29/2023	720.00	PRINTING
68576	OTTUMWA RADIO	218884	9/8/2023	519.00	ADVERT/LEGAL PUBL
69040	OTTUMWA WATER AND HYDRO	218885	9/8/2023	14,255.99	OPERATING SUPPLIES
69040A	OTTUMWA WATER & HYDRO	218824	9/1/2023	76.09	WATER
69270	OYOU	219020	9/22/2023	850.00	ADVERT/LEGAL PUBL
69688	DIXIE L PARKER	218825	9/1/2023	1,650.00	JANITORIAL
71051	UNITED TACTICAL SYSTEMS	219088	9/29/2023	1,098.00	TRAINING
71490	PETTY CASH THE BEACH	218826	9/1/2023	138.99	OPERATING SUPPLIES
71595	PETTY CASH/LANDFILL	218952	9/15/2023	50.00	IMPREST CASH
71763	TYLER PHILLIPS	219021	9/22/2023	180.00	SUSTENANCE SUPPLIES
72230	PITNEY BOWES BANK INC	219089	9/29/2023	400.00	POSTAGE & SHIPPING
72238	PURCHASE POWER	218953	9/15/2023	1,500.00	POSTAGE & SHIPPING
72250	PITNEY BOWES GLOBAL	218954	9/15/2023	159.57	RENTS & LEASES
73290	POWERPLAN	219022	9/22/2023	1,108.66	VHCL MTCE SUPPLIES
73926	PRODUCTIVITY PLUS ACCOUNT	219037	9/22/2023	954.92	VHCL MTCE SUPPLIES
73971	PROFESSIONAL JANITORIAL	218886	9/8/2023	2,820.00	JANITORIAL
74626	QUALITY SERVICES CORP	218955	9/15/2023	2,637.68	VHCL MTCE SUPPLIES
74740	RJ PERFORMANCE INC	218956	9/15/2023	32,596.90	OTHER CAPITAL EQUIP
75152	PHILIP RATH	218827	9/1/2023	418.15	TRAVEL & CONFERENCE
75926	REDLINE PRESSURE WASHING	218957	9/15/2023	250.00	MISC CONTRACT WORK
76296	CHRISTINA REINHARD	219023	9/22/2023	69.30	TRAVEL & CONFERENCE
77180	RICHARD LEVI RITZ	219090	9/29/2023	187.31	SUSTENANCE SUPPLIES
77203	RG CONSTRUCTION, LLC	219091	9/29/2023	15,875.00	CONTRACTUAL SERVICES
77466	ROCHESTER ARMORED CAR	219024	9/22/2023	450.32	OTHER PROF SERV
77484	ROCK N LOAD, INC	218828	9/1/2023	99,603.22	STREET MAINT
77797	ROSENBAUER MOTOR, LLC	218829	9/1/2023	1,232.65	VHCL MTCE SUPPLIES
78105	ROYAL PORTABLE TOILETS	218958	9/15/2023	330.48	OPERATING SUPPLIES
78177	BLAISE RUPE	219026	9/22/2023	180.00	SUSTENANCE SUPPLIES
78279	S & L ALL SEASON	218889	9/8/2023	681.23	GROUNDS MAINT & REPAIR
78293	SCS ENGINEERS	219027	9/22/2023	2,796.69	ENGINEERING
79358	SCHUMACHER ELEVATOR CO	219028	9/22/2023	521.06	JANITORIAL
81372	SHIVE-HATTERY ENGINEERS	218891	9/8/2023	2,250.00	ENGINEERING
81432	DELLA SHORT	218959	9/15/2023	809.37	POST 65 CONTRIBUTIONS
82127	ZACH SIMONSON	218845	9/1/2023	69.86	TRAVEL & CONFERENCE
82133	SINCLAIR BROADCAST GROUP	218960	9/15/2023	450.00	ADVERT/LEGAL PUBL
82134	SINCLAIR BROADCAST GROUP	218961	9/15/2023	1,565.00	ADVERT/LEGAL PUBL
82135	SINCLAIR TRACTOR	218962	9/15/2023	77,744.18	OTHER CAPITAL EQUIP
82279	RICK SLAYMAKER	219093	9/29/2023	100.00	REFUNDS
83145	SNYDER WATER	218892	9/8/2023	420.00	MISCELLANEOUS
83160	SOLENIS	218963	9/15/2023	4,602.90	OPERATING SUPPLIES
83400	SORAK, SYLVIA	219094	9/29/2023	50.00	REFUNDS
83880	SOUTHERN IOWA DIESEL, INC	219029	9/22/2023	491.05	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	218964	9/15/2023	53.83	ELECTRIC
84956	LEROY STANSBERRY	219095	9/29/2023	50.00	REFUNDS
86196	THE STITCH DOCTOR	219096	9/29/2023	314.76	OPERATING SUPPLIES
86238	JENNY STOGDILL	218893	9/8/2023	20.00	REFUNDS
86704	SUMMIT FIRE PROTECTION CO	218832	9/1/2023	199.90	TOOLS & SMALL EQUIP
86727	SUNSET LAW ENFORCEMENT	218965	9/15/2023	1,341.50	TOOLS & SMALL EQUIP
86970	SUPREME STAFFING INC	218834	9/1/2023	73,052.80	CONTRACT EMPLOYEES
87547	1919 ARCHITECTS	219098	9/29/2023	30,120.00	CONTRACTUAL SERVICES
88326	TENNIS SERVICES OF IOWA	219099	9/29/2023	310.56	OPERATING SUPPLIES
88441	THIRDWAY, INC.	219030	9/22/2023	789.18	CONTRACTUAL SERVICES
88629	JOHN D THOMPSON	218967	9/15/2023	35.00	PROGRAM SUPPLIES
88697	THUMBS UP GIFTS & AWARDS	218835	9/1/2023	100.00	MISCELLANEOUS

88869	TIM HILDRETH CO. INC.	219100	9/29/2023	567.30	BLDG MAINT & REPAIR
89072	TORRES CONSTRUCTION	219031	9/22/2023	1,200.00	CONTRACTUAL SERVICES
89097	JUANA TORRES	218968	9/15/2023	200.00	REFUNDS
89206	TRAFFIC & TRANSPORTATION	219101	9/29/2023	675.00	STREET MAINT SUPPLIES
89301	TRANSUNION RISK &	219032	9/22/2023	1,488.00	TECHNOLOGY SERVICES
89525	TRINITY CHURCH OF THE	219102	9/29/2023	50.00	REFUNDS
89855	TRUITT ABSTRACT COMPANY	219033	9/22/2023	1,225.00	LEGAL FEES
90844	U S CELLULAR	218837	9/1/2023	25.00	MISCELLANEOUS
90851	UNITED SEEDS INC	218896	9/8/2023	947.50	OPERATING SUPPLIES
92555	THE VAN METER COMPANY	218897	9/8/2023	1,196.87	OPERATING SUPPLIES
92640	VAUGHN AUTOMOTIVE	218838	9/1/2023	1,348.14	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	218839	9/1/2023	101,510.02	ENGINEERING
92698	VETTER'S INC-CULLIGAN WAT	218840	9/1/2023	38.50	LAB SUPPLIES
94154	WAPELLO COUNTY CHILDREN'S	218969	9/15/2023	100.00	REFUNDS
94490	WAPELLO COUNTY TREASURER	219104	9/29/2023	125.00	RECORDING & COURT FEES
94635	WAPELLO COUNTY EXTENSION	218841	9/1/2023	45.00	TRAINING
94704	WAPELLO COUNTY RECORDER	219105	9/29/2023	85.00	RECORDING & COURT FEES
95000	WAPELLO COUNTY UNITED WAY	219106	9/29/2023	17.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	218898	9/8/2023	39.24	WATER
95368	WAYNE'S TIRE	219107	9/29/2023	2,335.76	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	218900	9/8/2023	216,813.75	GROUP HEALTH CLAIMS
96525	JAY WHEATON	218971	9/15/2023	34.00	TRAVEL & CONFERENCE
96792	WILLETT HOFMANN	218901	9/8/2023	42,868.90	ENGINEERING
97306	WINDSTREAM ENTERPRISE	218972	9/15/2023	1,861.72	Telephone/IT
97320	WINGER COMPANIES	219034	9/22/2023	5,669.14	EQUIP REPAIR
97438	ANNE WISER	218843	9/1/2023	520.00	Contractual Services
97577	WOODRIVER ENERGY LLC	218973	9/15/2023	2,314.48	NATURAL GAS
98820	HEATHER ZUERCHER	218974	9/15/2023	30.13	TRAINING
ACH	Avfuel	ACH	9/1/2023	28,974.35	Airport Fuel
ACH	Nationwide	ACH	9/5/2023	1,290.00	Payroll
ACH	Advantage Admin	ACH	9/5/2023	2,259.63	Flex Program
ACH	Avfuel	ACH	9/8/2023	28,273.20	Airport Fuel
ACH	CC Pmt	ACH	9/8/2023	72,576.61	CC Purchases
ACH	Avfuel	ACH	9/11/2023	41,439.12	Airport Fuel
ACH	Municipal Fire & Co	ACH	9/11/2023	119,917.07	Retirement
ACH	Direct ACH	ACH	9/13/2023	1,856.25	Refund
ACH	UKG KRONOS SYSTEMS, LLC	ACH	9/13/2023	419,026.14	Payroll
ACH	IPERS	ACH	9/13/2023	79,813.69	IPERS
ACH	Advantage Admin	ACH	9/18/2023	2,102.71	Flex Program
ACH	Nationwide	ACH	9/19/2023	1,265.00	Payroll
ACH	Avfuel	ACH	9/25/2023	29,524.65	Airport Fuel
ACH	UKG KRONOS SYSTEMS, LLC	ACH	9/27/2023	429,573.00	Payroll
ACH	Misc.	ACH	9/30/2023	636.15	CC Fee; Returned Item etc
	TOTAL			3,505,825.17	

City of Ottumwa  
Wells Fargo Checking  
Account # XXXXXXX

31-Oct-23

<b>Bank Balance:</b>	<b>10/31/2023</b>	<b>\$ 7,486,585.46</b>
Deposit in Transit-Mary Clerk In Transit		\$ (564.00) police
Clerk A/R In Transit		\$ -
		\$ 2,880.45 Entered in PACE Oct/Stmt Nov
Outstanding CC Pmts:		
Campground Police		
Returned Checks		\$ -
Fraud Checks		\$ -
Sales Tax Nov Stmt/Oct PACE		\$ (2,761.42)
System Difference - Correcting Entry Made in NOV		\$ 1,085.87
Less Outstanding AP Checks		\$ (42,521.64) From statement of changes in cash balance
Less Outstanding Payroll Checks		\$ (27,150.52)
Checks Cleared but not written		\$ -
<b>Adjusted Bank Balance:</b>	<b>10/31/2023</b>	<b><u>\$ 7,417,554.20</u></b>
<b>Book Balance:</b>	<b>10/31/2023</b>	<b>\$ 7,417,268.65</b>
FAA Pmt Missing from PACE		\$ 285.55
<b>Adjusted Book Balance:</b>	<b>9/30/2023</b>	<b>\$ 7,417,554.20</b>
		\$ - system over/under

REPORT DATE 10/31/2023  
 SYSTEM DATE 01/08/2024  
 FILES ID O

CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 10/31/2023

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 USER KINSERJ

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	2324976.58	2606761.86	1360375.58	3571362.86	4683.70	3576046.56
TOTALS FOR FUND 002	PARKING RAMP	56817.31		1141.98	55675.33		55675.33
TOTALS FOR FUND 003	GENERAL-ARPA	2420972.01			2420972.01		2420972.01
TOTALS FOR FUND 005	Franchise Fe	302750.74	19198.42		321949.16		321949.16
TOTALS FOR FUND 110	ROAD USE TAX	6787344.69	302904.91	451941.74	6638307.86	408.97	6638716.83
TOTALS FOR FUND 112	EMPLOYEE BEN	1172136.41	1557416.20		2729552.61		2729552.61
TOTALS FOR FUND 119	EMERGENCY FU	24345.02	58441.84		82786.86		82786.86
TOTALS FOR FUND 121	SALES TAX 1%	7301213.42	393325.97	70283.00	7624256.39		7624256.39
TOTALS FOR FUND 122	*****						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN	-441.50			-441.50		-441.50
TOTALS FOR FUND 125	WESTGATE TIF	-171519.93	529341.10	111714.83	246106.34	9784.50	255890.84
TOTALS FOR FUND 126	AIRPORT TIF	137863.16	66503.46		204366.62		204366.62
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	21850.74	63167.71		85018.45		85018.45
TOTALS FOR FUND 129	RISK MANAGEM	274946.76	179518.35	25475.44	428989.67		428989.67
TOTALS FOR FUND 131	AIRPORT FUND	258018.68	227635.52	151700.37	333953.83	120.20	334074.03
TOTALS FOR FUND 133	LIBRARY FUND	135602.02	66429.13	77765.15	124266.00	12.00	124278.00
TOTALS FOR FUND 135	CEMETERY FUN	-49254.13	8593.00	33245.77	-73906.90	147.08	-73759.82
TOTALS FOR FUND 137	HAZ-MAT FUND	138702.84	7155.19	10566.46	135291.57		135291.57
TOTALS FOR FUND 141	2023 UPPER S	113427.21			113427.21		113427.21
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNFIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	142220.06			142220.06		142220.06
TOTALS FOR FUND 147	CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148	2016 OWW CDB						
TOTALS FOR FUND 151	OTHER BOND P	1731924.39	75.00	23341.78	1708657.61		1708657.61
TOTALS FOR FUND 162	SSMID DISTRI	66560.70	9116.58		75677.28		75677.28
TOTALS FOR FUND 167	FIRE BEQUEST	12826.37	100.00		12926.37		12926.37
TOTALS FOR FUND 169	START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171	RETIREE HEAL	106.32			106.32		106.32
TOTALS FOR FUND 173	LIBRARY BEQU	60433.06	50132.89	7328.16	103237.79	925.00	104162.79
TOTALS FOR FUND 174	COMMUNITY DE	403611.41		8281.07	395330.34		395330.34
TOTALS FOR FUND 175	POLICE BEQUE	182601.86		795.00	181806.86	16.00	181822.86
TOTALS FOR FUND 176	Reimb Grants	-24205.27			-24205.27		-24205.27
TOTALS FOR FUND 177	HISTORIC PRE	25841.09			25841.09		25841.09
TOTALS FOR FUND 200	DEBT SERVICE	-1333632.48	1438009.61	634648.00	-530270.87		-530270.87
TOTALS FOR FUND 301	STREET PROJE	1674957.48		89786.76	1585170.72		1585170.72
TOTALS FOR FUND 303	AIRPORT PROJ	411705.07			411705.07		411705.07
TOTALS FOR FUND 307	SIDEWALK & C	113377.36			113377.36		113377.36
TOTALS FOR FUND 309	PARK PROJECT	1289005.39			1289005.39		1289005.39
TOTALS FOR FUND 311	LEVEE PROJEC	-178323.30			-178323.30		-178323.30
TOTALS FOR FUND 313	EVENT CENTER	505628.85		68999.91	436628.94		436628.94
TOTALS FOR FUND 315	SEWER CONSTR	1136180.20		5145.20	1131035.00		1131035.00
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM	2713.29			2713.29		2713.29
TOTALS FOR FUND 503	CEMETERY PER	552.00	517.00	657.00	412.00		412.00
TOTALS FOR FUND 610	SEWER UTILIT	4593113.94	614797.44	517296.41	4690614.97	698.20	4691313.17
TOTALS FOR FUND 611	SEWER SINKIN	1377000.00			1377000.00		1377000.00
TOTALS FOR FUND 612	STORM WATER						

REPORT DATE 10/31/2023  
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CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 10/31/2023

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 613	SEWER IMPROV	4602274.00			4602274.00		4602274.00
TOTALS FOR FUND 670	LANDFILL FUN	1608311.42	268398.57	201375.33	1675334.66	170.87	1675505.53
TOTALS FOR FUND 671	LANDFILL RES	1241555.00			1241555.00		1241555.00
TOTALS FOR FUND 673	RECYCLING	457306.78	11711.70	36336.27	432682.21	3.12	432685.33
TOTALS FOR FUND 690	TRANSIT FUND	632079.22		63.02	632016.20	4.16	632020.36
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	99575.73			99575.73		99575.73
TOTALS FOR FUND 750	GOLF COURSE	50282.62			50282.62		50282.62
TOTALS FOR FUND 810	POOLED INVES	-48227751.46	63933.38		-48163818.08		-48163818.08
TOTALS FOR FUND 820	PAYROLL CLEA	290941.32	420971.47	522499.07	189413.72	1365.38	190779.10
TOTALS FOR FUND 840	*****	1713490.21		3333.75	1710156.46		1710156.46
TOTALS FOR FUND 860	GROUP HEALTH	6715648.77	305992.48	355625.71	6666015.54		6666015.54
TOTALS FOR FUND 861	POST 65 RETI	181262.43	9622.51	40152.74	150732.20	24182.46	174914.66
TOTALS FOR FUND 862	DENTAL INSUR	59617.03	8075.86	10723.85	56969.04		56969.04
TOTALS FOR FUND 863	LIFE INSURAN	58503.09	5511.75		64014.84		64014.84
TOTALS FOR ALL LISTED FUNDS		2944509.10	9293358.90	4820599.35	7417268.65	42521.64	7459790.29



# Analyzed Business Checking - PF

Account number: XXXXXXXX ■ October 1, 2023 - October 31, 2023 ■ Page 1 of 8



CITY OF OTTUMWA  
 GENERAL ACCT  
 105 E 3RD ST  
 OTTUMWA IA 52501-2904

## Questions?

Call your Customer Service Officer or Client Services  
**1-800-AT WELLS** (1-800-289-3557)  
 5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: [wellsfargo.com](http://wellsfargo.com)

Write: Wells Fargo Bank, N.A. (001)  
 P.O. Box 6995  
 Portland, OR 97228-6995

## Account summary

### Analyzed Business Checking - PF

Account number	Beginning balance	Total credits	Total debits	Ending balance
XXXXXXXXXXXX	\$3,284,197.89	\$7,415,959.13	-\$3,213,571.56	\$7,486,585.46

## Credits

### Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	10/02	26.50	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
	10/02	30.10	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library
	10/02	32.00	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
	10/02	35.00	Epx St 034145187 Merch Setl 3130034145187 City of Ottumwa Police
	10/02	62.00	Merchant Svcs Ipsmxasetl 092923 403903452700405 City of Ottumwa
	10/02	100.00	Epx St 034145179 Merch Setl 3130034145179 City of Ottumwa City H
	10/02	110.00	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
	10/02	200.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
	10/02	242.00	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
	10/02	324.75	Bankcard 1860 Mtot Dep 230930 519917920127313 City of Ottumwa - Lan
	10/02	360.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
	10/02	1,580.26	Bankcard 1860 Mtot Dep 230929 519917920127313 City of Ottumwa - Lan
	10/02	13,938.18	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
	10/02	20,932.76	Post Verify Deposit
	10/03	5.40	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library
	10/03	30.00	Epx St 034145187 Merch Setl 3130034145187 City of Ottumwa Police
	10/03	80.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
	10/03	124.00	Merchant Svcs Ipsmxasetl 100223 403903452700405 City of Ottumwa
	10/03	215.22	Bankcard 1860 Mtot Dep 231002 519917920127313 City of Ottumwa - Lan
	10/03	638.09	Avfuel3023 Cctransfer Ottum1 City of Ottumwa
	10/03	218,262.18	Post Verify Deposit
	10/04	4.75	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library
	10/04	50.00	Merchant Svcs Ipsmxasetl 100323 403903452700405 City of Ottumwa
	10/04	65.00	Epx St 034145179 Merch Setl 3130034145179 City of Ottumwa City H
	10/04	179.00	Epx St 034145187 Merch Setl 3130034145187 City of Ottumwa Police

City of Ottumwa					
Statement of Changes in Cash Balance					
Oct-23					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	Sept End Balance	Cash DEBITS/Receipts	Cash CREDITS/ Disbursements	Oct End BALANCE
001	GENERAL OPER	2,324,976.58	2,606,761.86	1,360,375.58	3,571,362.86
002	PARKING RAMP	56,817.31		1,141.98	55,675.33
003	GENERAL-ARPA	2,420,972.01			2,420,972.01
005	Franchise Fe	302,750.74	19,198.42		321,949.16
110	ROAD USE TAX	6,787,344.69	302,904.91	451,941.74	6,638,307.86
112	EMPLOYEE BEN	1,172,136.41	1,557,416.20		2,729,552.61
119	EMERGENCY FU	24,345.02	58,441.84		82,786.86
121	SALES TAX 1%	7,301,213.42	393,325.97	70,283.00	7,624,256.39
122					
123	AGASSI TIF D				
124	VOGEL URBAN	(441.50)			(441.50)
125	WESTGATE TIF	(171,519.93)	529,341.10	111,714.83	246,106.34
126	AIRPORT TIF	137,863.16	66,503.46		204,366.62
127	PENNSYLVANIA				
128	WILDWOOD HWY	21,850.74	63,167.71		85,018.45
129	RISK MANAGEM	274,946.76	179,518.35	25,475.44	428,989.67
131	AIRPORT FUND	258,018.68	227,635.52	151,700.37	333,953.83
133	LIBRARY FUND	135,602.02	66,429.13	77,765.15	124,266.00
135	CEMETERY FUN	(49,254.13)	8,593.00	33,245.77	(73,906.90)
137	HAZ-MAT FUND	138,702.84	7,155.19	10,566.46	135,291.57
141	2023 UPPER S	113,427.21			113,427.21
142	HOAP/HILP ES				
143	EPA BROWNFIE				
144	2013 CDBG HO				
145	DOWNTOWN REV				
146	DOWNTOWN STR	142,220.06			142,220.06
147	CDBG P-2 MAS	17,628.32			17,628.32
148	2016 OWW CDB				
151	OTHER BOND P	1,731,924.39	75.00	23,341.78	1,708,657.61
162	SSMID DISTRI	66,560.70	9,116.58		75,677.28
167	FIRE BEQUEST	12,826.37	100.00		12,926.37
169	START UP/DON	(165.20)			(165.20)
171	RETIREE HEAL	106.32			106.32
173	LIBRARY BEQU	60,433.06	50,132.89	7,328.16	103,237.79
174	COMMUNITY DE	403,611.41		8,281.07	395,330.34
175	POLICE BEQUE	182,601.86		795.00	181,806.86
176	Reimb Grants	(24,205.27)			(24,205.27)
177	HISTORIC PRE	25,841.09			25,841.09
200	DEBT SERVICE	(1,333,632.48)	1,438,009.61	634,648.00	(530,270.87)
301	STREET PROJE	1,674,957.48		89,786.76	1,585,170.72
303	AIRPORT PROJ	411,705.07			411,705.07
307	SIDEWALK & C	113,377.36			113,377.36
309	PARK PROJECT	1,289,005.39			1,289,005.39

311	LEVEE PROJEC	(178,323.30)			(178,323.30)
313	EVENT CENTER	505,628.85		68,999.91	436,628.94
315	SEWER CONSTR	1,136,180.20		5,145.20	1,131,035.00
320	WEST END FLO				
501	CEMETERY MEM	2,713.29			2,713.29
503	CEMETERY PER	552.00	517.00	657.00	412.00
610	SEWER UTILIT	4,593,113.94	614,797.44	517,296.41	4,690,614.97
611	SEWER SINKIN	1,377,000.00			1,377,000.00
612	STORM WATER				
613	SEWER IMPROV	4,602,274.00			4,602,274.00
670	LANDFILL FUN	1,608,311.42	268,398.57	201,375.33	1,675,334.66
671	LANDFILL RES	1,241,555.00			1,241,555.00
673	RECYCLING	457,306.78	11,711.70	36,336.27	432,682.21
690	TRANSIT FUND	632,079.22		63.02	632,016.20
695	1015 TRANSIT				
720	BRIDGEVIEW E	99,575.73			99,575.73
750	GOLF COURSE	50,282.62			50,282.62
810	POOLED INVES	(48,227,751.46)	63,933.38		(48,163,818.08)
820	PAYROLL CLEA	290,941.32	420,971.47	522,499.07	189,413.72
840	EQUIPMENT PURCHASING	1,713,490.21		3,333.75	1,710,156.46
860	GROUP HEALTH	6,715,648.77	305,992.48	355,625.71	6,666,015.54
861	POST 65 RETI	181,262.43	9,622.51	40,152.74	150,732.20
862	DENTAL INSUR	59,617.03	8,075.86	10,723.85	56,969.04
863	LIFE INSURAN	58,503.09	5,511.75		64,014.84
<b>TOTALS FOR ALL LISTED FUNDS</b>		<b>\$ 2,944,509.10</b>	<b>\$ 9,293,358.90</b>	<b>\$ 4,820,599.35</b>	<b>\$ 7,417,268.65</b>

	City of Ottumwa				
	Vendor Payment Report				
	For the Month of October 2023				
Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00206	ABIGT LETTER LLC	219109	10/6/2023	110.00	MERCHANDISE - RESALE
00672	ADANTAGE ARCHIVES LLC	219237	10/20/2023	2,460.00	CONTRACTUAL SERVICES
00679	ADVANTAGE ADMINISTRATORS	219238	10/20/2023	855.60	OTHER PROF SERV
00690	AFLAC	219110	10/6/2023	2,689.95	AFLAC DEDUCTION PAYABLE
00778	AGRILAND FS INC	219111	10/6/2023	1028.72	VHCL MTCE SUPPLIES
00800	AHLERS & COONEY P.C.	219112	10/6/2023	14,285.40	LEGAL FEES
01700	ALLIANT ENERGY/IPL	219178	10/13/2023	82,536.68	ELECTRIC
02080	ALTORFER INC	219179	10/13/2023	2,144.96	VHCL MTCE SUPPLIES
02592	AMERICAN BOTTLING COMPANY	219240	10/20/2023	97.10	CONCESSION - RESALE
03641	AMERICAN TRAFFICE SAFETY	219113	10/6/2023	345.00	STREET MAINT SUPPLIES
03643	AMERICAN TEST CENTER	219180	10/13/2023	4,117.25	SUSTENANCE SUPPLIES
05586	MIKE ASHLOCK	219181	10/13/2023	44.00	TRAINING
05700	ATOMIC TERMITE & PEST	219182	10/13/2023	130.00	GROUND MAINT & REPAIR
05860	AUTOZONE INC	219183	10/13/2023	617.97	VHCL MTCE SUPPLIES
06003	BP	219114	10/6/2023	371.19	VHCL- FUEL
06481	BAILEY OFFICE OUTFITTERS	219115	10/6/2023	1,850.10	OFFICE SUPPLIES
07019	BRADLEY T BARNES	219241	10/20/2023	85.00	OTHER PROF SERV
07071	TERESA BASTIAN	219184	10/13/2023	60.00	REFUNDS
09341	BLACKHAWK BODYSHOP AND	219185	10/13/2023	900.00	VHCL MTCE SUPPLIES
09352	BLACKSTONE PUBLISHING	219242	10/20/2023	39.99	LIBRARY MAT.-JAMES ESTATE
09360	BLACK'S TIRE COMPANY LLC	219243	10/20/2023	985.37	VHCL MTCE SUPPLIES
09692	BOMGAARS SUPPLY	219307	10/27/2023	157.63	OPERATING SUPPLIES
10079	BOUND TREE MEDICAL LLS	219244	10/20/2023	175.73	EMS SUPPLIES
10233	C & C MANUFACTURING LLC	219116	10/6/2023	173.33	VHCL MTCE SUPPLIES
10298	BOWLING MOTORS & RV SALES	219117	10/6/2023	1,423.49	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	219118	10/6/2023	156,911.31	CONTRACTUAL SERVICES
12049	CRAIG BROWN	219245	10/20/2023	180.00	SUSTENANCE SUPPLIES
12500	BUB'S TREE CARE	219119	10/6/2023	6,800.00	TREE TRIMMING
12971	PHILLIP BURGMEIER	219309	10/27/2023	21.73	TRAVEL & CONFERENCE
13579	C&C MANUFACTURING LLC	219187	10/13/2023	2,247.79	VHCL MTCE SUPPLIES
14315	CAPITAL CITY BOILER	219120	10/6/2023	3,169.88	MAINTENANCE BLDG EXPENSES
14317	CAPITAL ONE	219121	10/6/2023	136.52	PROGRAM SUPPLIES
14776	CHAD CARLSON	219311	10/27/2023	165.84	SUSTENANCE SUPPLIES
15000	CARQUEST AUTO	219188	10/13/2023	757.86	VHCL MTCE SUPPLIES
15600	CARROLL DISTRIBUTING	219122	10/6/2023	2,519.72	VHCL MTCE SUPPLIES
15786	BRENDA CASE	219123	10/6/2023	2,500.00	CONTRACTUAL SERVICES
15788	CATERPILLAR GLOBAL SERVIC	219124	10/6/2023	3,327.60	VHCL MTCE SUPPLIES
16300	CENTRAL IOWA FASTENERS	219125	10/6/2023	497.60	MISCELLANEOUS
16402	CENTURYLINK	219126	10/6/2023	1,633.10	TELEPHONE/IT
16403	CENTURYLINK	219249	10/20/2023	6.85	TELEPHONE/IT
17825	CITY OF OTTUMWA, CEMETERY	219127	10/6/2023	657.00	CASH INVESTED PASSBK SVNG
18502	CLUB SENTRY SOFTWARE	219312	10/27/2023	32.95	TECHNOLOGY SERVICES
18396	BRANDON COFFMAN	219128	10/6/2023	173.34	SUSTENANCE SUPPLIES
18980	CHILD SUPPORT SERVICES	219190	10/13/2023	3,946.88	CHILD SUPPORT PAYABLE
19682	COMMERCIAL ROOF COATINGS	219129	10/6/2023	77,850.00	OTHER CAPITAL EQUIP
21236A	CORE PRODUCTS	219130	10/6/2023	640.28	STREET MAINT SUPPLIES
21830	LORI CREECH	219250	10/20/2023	4.27	TRAVEL & CONFERENCE
22275	CUNNINGHAM INC	219251	10/20/2023	6,506.00	OTHER MAINT & REPAIR
23985	DENISES ALTERATIONS	219131	10/6/2023	115.00	OTHER PROF SERV

24151	DENTONS DAVIS BROWN PC	219252	10/20/2023	1,924.00	CONTRACTUAL SERVICES
24556	DES MOINES REGISTER	219253	10/20/2023	359.03	DUES & MEMBERSHIPS
25020	KADIN DONALDSON	219254	10/20/2023	180.00	SUSTENANCE SUPPLIES
25394	DRISH CONSTRUCTION INC	219255	10/20/2023	68,551.74	MISCELLANEOUS
26640	ECOSYSTEMS INC	219132	10/6/2023	9,370.00	CONTRACT EMPLOYEES
27010	CONSOLIDATED ELECTRICAL	219133	10/6/2023	5,363.56	STREET MAINT SUPPLIES
27219	ELITE FIRE SPRINKLER SYS	219192	10/13/2023	385.00	GROUNDS MAINT & REPAIR
27272	ELLIOTT BULK SERVICES LLC	219193	10/13/2023	6,117.55	VHCL- FUEL
27280	ELLIOT OIL COMPANY	219194	10/13/2023	10,567.42	VHCL- FUEL
27518	EMERGENCY MEDICAL PRODUCT	219257	10/20/2023	470.97	SUSTENANCE SUPPLIES
27552	EMPOWER RETIREMENT	219195	10/13/2023	400.00	HARTFORD DEF COMP PAYABLE
27782	ENVISIO SOLUTIONS INC	219196	10/13/2023	20,000.00	CONTRACTUAL SERVICES
27823	ERHARDT, CLAYTON	219134	10/6/2023	1,115.00	RENTS & LEASES
28208	EUROFINS ENVIRONMENT	219135	10/6/2023	2,560.51	LAB SUPPLIES
29582	FELSBURG HOLT ULLEVIG	219258	10/20/2023	2,909.22	ENGINEERING
31302A	FRASE COMPANY LUMBER	219259	10/20/2023	502.33	OPERATING SUPPLIES
31306	JACINDA FRASE	219315	10/27/2023	35.00	REFUNDS
31459	GRP & ASSOCIATES	219260	10/20/2023	53.00	HAZARDOUS WASTE DISPOSAL
33162	GOVTEMPSUSA LLC	219136	10/6/2023	7,000.00	CONTRACTUAL SERVICES
33648	GREATER OTTUMWA PARTNERS	219262	10/20/2023	10,000.00	CONTRACTUAL SERVICES
33721	GREINER IMPLEMENT CO INC	219137	10/6/2023	91,000.00	HEAVY MOTORIZED EQUIPMENT
34332	HDR ENGINEERING INC	219197	10/13/2023	1,073.15	CAPITAL IMPROVEMENT
34894	JEFFREY HAMANN	219263	10/20/2023	109.99	SUSTENANCE SUPPLIES
34966	HARDY DIAGNOSTICS	219198	10/13/2023	191.49	COMPUTER SOFTWR/SUPPLIES
36074	HAWKEYE ENVIRONMENTAL	219138	10/6/2023	5,440.00	CONTRACTUAL SERVICES
36092	HAWKEYE POLYGRAPH	219139	10/6/2023	700.00	OTHER PROF SERV
36301	HEARTLAND AVIATION	219140	10/6/2023	115.00	RENTS & LEASES
36302	HEARTLAND HUMANE SOCIETY	219141	10/6/2023	585.00	OTHER PROF SERV
36401	WILL HECKART	219265	10/20/2023	180.00	SUSTENANCE SUPPLIES
37277	CARLOS HERNANDEZ	219142	10/6/2023	50.00	REFUND
38147	THE HOME CITY ICE CO	219143	10/6/2023	150.00	LAB SUPPLIES
38195	HOPKINS & HUEBNER PC	219266	10/20/2023	8,696.74	LEGAL FEES
31785	DON HOUK	219267	10/20/2023	45.01	MISCELLANEOUS
39185	HUMANA INSURANCE CO	219316	10/27/2023	24,182.46	MEDICARE PREMIUMS
39186	RUSS HULL	219144	10/6/2023	144.10	TRAVEL & CONFERENCE
41505A	IMWCA	219145	10/6/2023	23,704.41	WORKMENS COMPENSATION
41600	IDEAL READY MIX	219146	10/6/2023	7,577.02	STREET MAINT SUPPLIES
41754	INDIAN HILLS COMMUNITY	219147	10/6/2023	109.99	BOOKS FILMS RECORDINGS ART
41920A	INDUSTRIAL CHEMICAL	219148	10/6/2023	148.00	MAINTENANCE BLDG EXPENSES
42090	INFOMAX OFF SYSTEMS INC	219149	10/6/2023	2,381.02	PHOTOCOPIES
42093A	INFO USA MARKETING INC	219317	10/27/2023	740.00	LIBRARY MAT.-JAMES ESTATE
42160	INGRAM LIBRARY SERVICES	219269	10/20/2023	3,832.35	LIBRARY MAT.-JAMES ESTATE
43506	IOWA DEPT TRANSPORTATION	219150	10/6/2023	391.70	STREET MAINT SUPPLIES
43999	IOWA ONE CALL	219201	10/13/2023	279.90	TELEPHONE/IT
45057	J & J MOWING	219151	10/6/2023	23,634.51	WEED MOWING
45518	JEFFERSON COUNTY QUARRY	219152	10/6/2023	2,760.53	STREET MAINT SUPPLIES
46694	JONES CONTRACTING CORP	219203	10/13/2023	69,868.17	CONTRACTUAL SERVICES
49804D	UKG KRONOS SYSTEMS, LLC	219204	10/13/2023	5,753.58	CONTRACTUAL SERVICES
50827	LSC	219153	10/6/2023	22,980.00	OPERATING SUPPLIES
51099	LEAGUE OF NEBRASKA	219272	10/20/2023	24.05	ADVERT/LEGAL PUBL
51968	LIBERTY TIRE	219273	10/20/2023	2,769.68	TIRE DISPOSAL
52736	LOGAN LAWN CARE LLC	219154	10/6/2023	681.99	OPERATING SUPPLIES
52990	LOKTRONICS SECURITY CORP	219206	10/13/2023	452.20	OPERATING SUPPLIES
54187	MAIN STREET OTTUMWA	219274	10/20/2023	9,784.50	CONTRACTUAL SERVICES
54390	MANATT'S INC	219275	10/20/2023	6,990.20	STREET MAINT SUPPLIES

55130	MARTIN'S FLAG COMPANY LLC	219207	10/13/2023	344.47	OPERATING SUPPLIES
56053	MCCLURE AND COMPANY	219208	10/13/2020	1,470.00	OTHER SUPPLIES
56171	KORY MCDONALD	219155	10/6/2023	2,500.00	CONTRACTUAL SERVICES
56206	STACY MCFARLAND	219209	10/13/2023	60.00	REFUND
57195	MCMASTER-CARR	219210	10/13/2023	373.23	OPERATING SUPPLIES
57340	MEET OTTUMWA	219276	10/20/2023	58,825.53	CONV & VISITORS BUREAU
57367	MEDIACOM	219211	10/13/2023	153.77	TELEPHONE/IT
57379	MELLEN & ASSOCIATES	219212	10/13/2023	6,788.00	OPERATING SUPPLIES
57385	MEDARDS	212215	10/13/2023	3,508.85	OPERATING SUPPLIES
57387	MED-TECH RESOURCE LLC	219277	10/20/2023	185.01	OTHER SMALL CAPITAL
57518	SYMETRA LIFE INSURANCE CO	219156	10/6/2023	4,556.71	HEALTH CLAIMS
57931	YOLANDA MERAZ	219157	10/6/2023	100.00	REFUND
58500	MIDAMERICAN ENERGY CO	219216	10/13/2023	1,920.99	NATURAL GAS
59382	MIDWEST TAPE	219278	10/20/2023	91.70	LIBRARY MAT.-JAMES ESTATE
60299	MISSIONSQUARE	219207	10/13/2023	2,430.76	ICMA DEF COMP PAYABLE
61603	DOYLE MOORE	219218	10/13/2023	42.31	GRANT TRAINING
62580	MUNICIPAL PIPE TOOL CO LL	219219	10/13/2023	4,730.54	VHCL MTCE SUPPLIES
62600	MUNICIPAL SUPPLY INC	219160	10/6/2023	1,668.00	OPERATING SUPPLIES
66001	NORRIS ASPHALT PAVING INC	219280	10/20/2023	2,967.63	STREET MAINT SUPPLIES
66537	OCCUPATIONAL SAFETY SOLUT	219220	10/13/2023	1,150.00	PAYMENTS TO OTHER ENTITIES
66561	OFFICIAL PEST CONTROL	219161	10/6/2023	55.00	SUSTENANCE SUPPLIES
67058	ONSITE SERVICE SOLUTIONS	219281	10/20/2023	2,650.00	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	219221	10/13/2023	1,447.87	VHCL MTCE SUPPLIES
67105	OQUAWKA BOATS &	219162	10/6/2023	275.00	OTHER PROF SERV
68238	OTTUMWA HEALTH GROUP LLC	219282	10/20/2023	513.00	EMPLOYEE PHYSICAL/TESTS
68560	OTTUMWA PRINTING INC	219222	10/13/2023	941.00	PRINTING
69040	OTTUWA WATER AND HYDRO	219163	10/6/2023	13,092.14	WATER
69688	DIXIE L PARKER	219164	10/6/2023	1,650.00	OTHER PROF SERV
70167	GUADALUPE PATLAN	219165	10/6/2023	100.00	REFUND
70485	PRO HYDRO-TESTING	219283	10/20/2023	1,914.00	OPERATING SUPPLIES
71955	DOUG PILCHER	219284	10/20/2023	168.34	TRAVEL & CONFERENCE
72235	PITNEY BOWES	219285	10/20/2023	52.24	POSTAGE & SHIPPING
72253	PPG ARCHITECTRUAL FINISHE	219166	10/6/2023	47.88	OPERATING SUPPLIES
73086	JOLEEN JOY POST	219287	10/20/2023	3,531.07	REIMB GRANT EXPEND
73926	PRODUCTIVING PLUS ACCOUNT	219223	10/13/2023	1,624.84	VHCL MTCE SUPPLIES
73971	PROFESSIONAL JANITORIAL	219167	10/6/2023	2,820.00	JANITORIAL
74955	RACOM CORPORATION	219288	10/20/2023	4,292.65	EQUIP REPAIR
75152	PHILIP RATH	219169	10/13/2023	175.74	TRAVEL & CONFERENCE
75160	RANGEMASTERS TRAINING	219289	10/20/2023	987.01	SUSTENANCE SUPPLIES
77305	CORINNE ROBERTS ILLUSTRAT	219320	10/27/2023	125.00	PROGRAM SUPPLIES
77309	GAIL ROBERTS	219290	10/20/2023	167.75	TRAVEL & CONFERENCE
77545	ROBY REESE CEM	219170	10/6/2023	900.00	PAYMENTS TO OTHER ENTITIES
77466	ROCHESTER ARMORED CAR	219291	10/20/2023	452.48	CONTRACTUAL SERVICES
77484	ROCK N LOAD, INC	219292	10/20/2023	12,757.38	STREET MAINT
77509	ED ROEHR SAFETY PRODUCTS	219293	10/20/2023	1,854.00	TOOLS & SMALL EQUIP
77965	ROTARY CLUB OF OTTUMWA	219225	10/13/2023	179.50	DUES & MEMBERSHIPS
78105	ROYAL PORTABLE TOILETS	219226	10/13/2023	220.32	OPERATING SUPPLIES
78179	LISA RUPE	219294	10/20/2023	4,750.00	REIMB GRANT EXPEND
78279	S&L ALL SEASON	219295	10/20/2023	220.97	OTHER MAINT & REPAIR
78293	SCS ENGINEERS	219296	10/20/2023	7,693.00	ENGINEERING
78718	SANDRY FIRE SUPPLY LLC	219297	10/20/2023	1,036.30	OTHER SMALL CAPITAL
79358	SCHUMACHER ELEVATOR CO	219227	10/13/2023	940.25	BUILDING MAINT REPAIR
81367	BEN SHINN TRUCKING INC	219298	10/20/2023	2,222.94	STREET MAINT SUPPLIES
82134	SINCLAIR BROADCAST GROUP	219228	10/13/2023	525.00	ADVERT/LEGAL PUBL
82135	SINCLAIR TRACTOR	219299	10/20/2023	45.99	VHCL MTCE SUPPLIES

82136	SINCLAIR NAPA	219229	10/13/2023	1,303.78	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	219230	10/13/230	80.05	OPERATING SUPPLIES
83928	SOUTHERN IOWA MENTAL HEALTH	219300	10/20/2023	100.00	REFUND
86970	SUPREME STAFFING INC	219301	10/20/2023	34,489.66	CONTRACT EMPLOYEES
87752	TAPCO INC	219302	10/20/2023	3,500.00	STREET MAINT SUPPLIES
89072	TORRES CONSTRUCTION	219172	10/6/2023	1,200.00	OTHER PROF SERV
89321	TRASH STICKERS INC	219173	10/6/2023	881.00	MERCHANDISE - RESALE
92555	THE VAN METER COMPANY	219174	10/6/2023	3,185.32	OPERATING SUPPLIES
92640	VAUGHN AUTOMOTIVE	219175	10/6/2023	80.06	VHCL MTCE SUPPLIES
92668	VEOLIA WATER TECHNOLOGIES	219176	10/6/2023	2,055.69	OPERATING SUPPLIES
29698	VETTER'S INC-CULLIGAN WAT	219177	10/6/2023	38.50	LAB SUPPLIES
94720	WAPELLO COUNTY SHERIFF	219231	10/13/2023	8,318.41	ELECTRIC/NATURAL GAS
95000	WAPELLO COUNTY UNITED WAY	219321	10/27/2023	10.00	UNITED WAY DEDUCTION
95120	WAPELLO RURAL WATER ASSC	219232	10/13/2023	45.23	WATER
95368	WAYNE'S TIRE	219303	10/20/2023	20.00	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	219234	10/13/2023	353,262.52	GROUP HEALTH CLAIMS
97306	WINDSTREAM ENTERPRISE	219304	10/20/2023	1,919.32	TELEPHONE/IT
97320	WINGER COMPANIES	219305	10/20/2023	855.00	OPERATING SUPPLIES
97577	WOODRIVER ENERGY LLC	219235	10/13/2023	2,559.84	NATURAL GAS
ACH	Advantage Admin	ACH	10/2/2023	2,141.17	Flex Program
ACH	IA Department of Revenue	ACH	10/2/2023	4,910.51	Sales Tax
ACH	Avfuel	ACH	10/2/2023	29,136.32	Airport Fuel
ACH	Nationwide	ACH	10/3/2023	1,265.00	Payroll
ACH	CC Pmt	ACH	10/10/2023	63,135.43	CC Purchases
ACH	UKG KRONOS SYSTEMS, LLC	ACH	10/11/2023	424,432.66	Payroll
ACH	IPERS	ACH	10/12/2023	118,862.99	IPERS
ACH	Municipal Fire & Co	ACH	10/12/2023	178,797.62	Retirement
ACH	Advantage Admin	ACH	10/16/2023	2,141.17	Flex Program
ACH	Nationwide	ACH	10/17/2023	1,265.00	Payroll
ACH	Avfuel	ACH	10/23/2023	26,836.32	Airport Fuel
ACH	UKG KRONOS SYSTEMS, LLC	ACH	10/24/2023	411,054.44	Payroll
ACH	Advantage Admin	ACH	10/30/2023	2,141.17	Flex Program
ACH	UMB Corp Trust	ACH	10/30/2023	211,550.00	Interest on Loan
ACH	Nationwide	ACH	10/31/2023	1,265.00	Payroll
ACH	Misc.	ACH	Multiple	314.60	CC Fee; Returned Item etc
	TOTAL			2,911,216.99	

City of Ottumwa  
Wells Fargo Checking  
Account # XXXXXXX  
30-Nov-23

<b>Bank Balance:</b>	<b>11/30/2023</b>		<b>\$ 8,759,214.92</b>	
Deposit in Transit-Mary			\$ (8.00)	beach
Clerk In Transit			\$ 4,932.45	7818
Clerk A/R In Transit			\$ 26,054.65	7911
Outstanding CC Pmts:				
Campground				
Police				
Returned Checks			\$ -	
Fraud Checks			\$ -	
Dec Off Cycle PR Checks Cleared in Nov			\$ 1,348.95	Ck 1097 & 1098      In PACE in DEC
Nov difference, works out in Dec			\$ 1,026.26	
Less Outstanding AP Checks			\$ (42,521.64)	From statement of changes in cash balance
Less Outstanding Payroll Checks			\$ (26,131.27)	
Checks Cleared but not written			\$ -	
<b>Adjusted Bank Balance:</b>	<b>11/30/2023</b>		<u><b>\$ 8,723,916.32</b></u>	
<b>Book Balance:</b>	<b>11/30/2023</b>		<b>\$ 8,723,630.77</b>	
FAA Pmt Missing from PACE			\$ 285.55	
<b>Adjusted Book Balance:</b>	<b>11/30/2023</b>		<b>\$ 8,723,916.32</b>	
			\$ -	system over/under



REPORT DATE 11/30/2023  
 SYSTEM DATE 01/09/2024  
 FILES ID O

CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 11/30/2023

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 TIME 09:26:50  
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	3574174.84	949595.51	1300904.57	3222865.78	6326.16	3229191.94
TOTALS FOR FUND 002	PARKING RAMP	55675.33	2424.00	177.51	57921.82		57921.82
TOTALS FOR FUND 003	GENERAL-ARPA	2420972.01			2420972.01		2420972.01
TOTALS FOR FUND 005	Franchise Fe	321949.16	405607.44		727556.60		727556.60
TOTALS FOR FUND 110	ROAD USE TAX	6638307.86	304921.32	320507.62	6622721.56	1446.55	6624168.11
TOTALS FOR FUND 112	EMPLOYEE BEN	2729552.61	406906.47		3136459.08		3136459.08
TOTALS FOR FUND 119	EMERGENCY FU	79974.88	15269.48		95244.36		95244.36
TOTALS FOR FUND 121	SALES TAX 1%	7624256.39	397243.27		8021499.66		8021499.66
TOTALS FOR FUND 122	*****						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN	-441.50			-441.50		-441.50
TOTALS FOR FUND 125	WESTGATE TIF	246106.34	68822.44		314928.78	9784.50	324713.28
TOTALS FOR FUND 126	AIRPORT TIF	204366.62	10031.80		214398.42		214398.42
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	85018.45	200.59		85219.04		85219.04
TOTALS FOR FUND 129	RISK MANAGEM	428989.67	47902.98	18633.26	458259.39		458259.39
TOTALS FOR FUND 131	AIRPORT FUND	333953.83	191319.52	152081.62	373191.73	5.20	373196.93
TOTALS FOR FUND 133	LIBRARY FUND	124266.00	46060.46	60169.22	110157.24	160.69	110317.93
TOTALS FOR FUND 135	CEMETERY FUN	-73906.90	19833.00	28445.69	-82519.59	37.08	-82482.51
TOTALS FOR FUND 137	HAZ-MAT FUND	135291.57	28755.10	1240.43	162806.24		162806.24
TOTALS FOR FUND 141	2023 UPPER S	113427.21			113427.21		113427.21
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNFIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	142220.06			142220.06		142220.06
TOTALS FOR FUND 147	CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148	2016 OWW CDB						
TOTALS FOR FUND 151	OTHER BOND P	1708657.61	26152.00	165569.95	1569239.66	1066.67	1570306.33
TOTALS FOR FUND 162	SSMID DISTRI	75677.28	5134.86		80812.14		80812.14
TOTALS FOR FUND 167	FIRE BEQUEST	12926.37			12926.37		12926.37
TOTALS FOR FUND 169	START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171	RETIREE HEAL	106.32			106.32		106.32
TOTALS FOR FUND 173	LIBRARY BEQU	103237.79	9748.00	11359.82	101625.97	60.00	101685.97
TOTALS FOR FUND 174	COMMUNITY DE	395330.34	29270.22	5246.00	419354.56	250.00	419604.56
TOTALS FOR FUND 175	POLICE BEQUE	181806.86	21906.29		203713.15	16.00	203729.15
TOTALS FOR FUND 176	Reimb Grants	-24205.27			-24205.27		-24205.27
TOTALS FOR FUND 177	HISTORIC PRE	25841.09			25841.09		25841.09
TOTALS FOR FUND 200	DEBT SERVICE	-530270.87	259818.75	241062.00	-511514.12		-511514.12
TOTALS FOR FUND 301	STREET PROJE	1585170.72		6020.86	1579149.86		1579149.86
TOTALS FOR FUND 303	AIRPORT PROJ	411705.07			411705.07		411705.07
TOTALS FOR FUND 307	SIDEWALK & C	113377.36			113377.36		113377.36
TOTALS FOR FUND 309	PARK PROJECT	1289005.39		27.79	1288977.60		1288977.60
TOTALS FOR FUND 311	LEVEE PROJEC	-178323.30			-178323.30		-178323.30
TOTALS FOR FUND 313	EVENT CENTER	436628.94		13671.27	422957.67		422957.67
TOTALS FOR FUND 315	SEWER CONSTR	1131035.00	13453.15	301749.60	842738.55	8465.00	851203.55
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM	2713.29			2713.29		2713.29
TOTALS FOR FUND 503	CEMETERY PER	412.00	8112.46	412.00	8112.46		8112.46
TOTALS FOR FUND 610	SEWER UTILIT	4690614.97	555259.52	323813.81	4922060.68	12035.75	4934096.43
TOTALS FOR FUND 611	SEWER SINKIN	1377000.00			1377000.00		1377000.00
TOTALS FOR FUND 612	STORM WATER						

REPORT DATE 11/30/2023  
 SYSTEM DATE 01/09/2024  
 FILES ID O

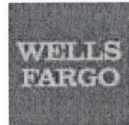
CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 11/30/2023

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND	613 SEWER IMPROV	4602274.00			4602274.00		4602274.00
TOTALS FOR FUND	670 LANDFILL FUN	1675334.66	190703.55	62807.54	1803230.67	3.12	1803233.79
TOTALS FOR FUND	671 LANDFILL RES	1241555.00			1241555.00		1241555.00
TOTALS FOR FUND	673 RECYCLING	432682.21	121509.11	214620.89	339570.43	588.12	340158.55
TOTALS FOR FUND	690 TRANSIT FUND	632016.20		66.46	631949.74	4.16	631953.90
TOTALS FOR FUND	695 1015 TRANSIT						
TOTALS FOR FUND	720 BRIDGEVIEW E	99575.73		16737.08	82838.65		82838.65
TOTALS FOR FUND	750 GOLF COURSE	50282.62			50282.62		50282.62
TOTALS FOR FUND	810 POOLED INVES	-48163818.08	85693.20		-48078124.88		-48078124.88
TOTALS FOR FUND	820 PAYROLL CLEA	189413.72	420324.00	420904.70	188833.02	160.00	188993.02
TOTALS FOR FUND	840 *****	1710156.46		533.92	1709622.54		1709622.54
TOTALS FOR FUND	860 GROUP HEALTH	6666015.54	311670.99	2072.58	6975613.95	1325.00	6976938.95
TOTALS FOR FUND	861 POST 65 RETI	150732.20	9622.51	4574.77	155779.94		155779.94
TOTALS FOR FUND	862 DENTAL INSUR	56969.04	8231.38		65200.42		65200.42
TOTALS FOR FUND	863 LIFE INSURAN	64014.84	8269.71		72284.55		72284.55
TOTALS FOR ALL LISTED FUNDS		7417268.65	4979773.08	3673410.96	8723630.77	41734.00	8765364.77

# Analyzed Business Checking - PF

Account number: XXXXXX ■ November 1, 2023 - November 30, 2023 ■ Page 1 of 8



CITY OF OTTUMWA  
GENERAL ACCT  
105 E 3RD ST  
OTTUMWA IA 52501-2904

## Questions?

Call your Customer Service Officer or Client Services  
**1-800-AT WELLS** (1-800-289-3557)  
5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: [wellsfargo.com](http://wellsfargo.com)

Write: Wells Fargo Bank, N.A. (001)  
P.O. Box 6995  
Portland, OR 97228-6995

## Account summary

### Analyzed Business Checking - PF

Account number	Beginning balance	Total credits	Total debits	Ending balance
XXXXXXX	\$7,486,585.46	\$4,091,905.71	-\$2,819,276.25	\$8,759,214.92

## Credits

### Deposits

Effective date	Posted date	Amount	Transaction detail
11/22	11/24	742.13	Reversal of Check Posted 11-22-23 Refer to Maker Our Ref: 11-22-23 00000000
		<b>\$742.13</b>	<b>Total deposits</b>

### Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	11/01	14.07	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library
	11/01	23.90	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
	11/01	50.00	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
	11/01	224.00	St of IA-E.F.T. E.F.T. 110123 00002130148 Ottumwa City of
	11/01	550.04	Bankcard 1860 Mtot Dep 231031 519917920127313 City of Ottumwa - Lan
	11/01	1,950.00	Amtrak Payments 231101 3011710 Ref*PO*6000008872\Dtm*003*20231101\SE*16*00000159
	11/01	2,649.31	Avfuel3023 Cftransfer Ottum City of Ottumwa
	11/01	3,760.45	Post Verify Deposit
	11/01	13,938.18	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
	11/01	17,211.62	St of IA-E.F.T. E.F.T. 110123 00002130148 Ottumwa City of
	11/02	17.45	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library
	11/02	58.00	Merchant Svcs Ipsmxasetl 110123 403903452700405 City of Ottumwa
	11/02	88.00	Epx St 034145237 Merch Setl 3130034145237 Ottumwa Cemetery
	11/02	110.00	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
	11/02	120.00	Epx St 034145187 Merch Setl 3130034145187 City of Ottumwa Police
	11/02	288.00	St of IA-E.F.T. E.F.T. 110223 00002130148 Ottumwa City of
	11/02	392.70	Bankcard 1860 Mtot Dep 231101 519917920127313 City of Ottumwa - Lan
	11/03	12.50	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library

City of Ottumwa					
Statement of Changes in Cash Balance					
Nov-23					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	Oct End Balance	Cash DEBITS/Receipts	Cash CREDITS/ Disbursements	Nov End BALANCE
001	GENERAL OPER	3,571,362.86	949,595.51	1,300,904.57	3,220,053.80
002	PARKING RAMP	55,675.33	2,424.00	177.51	57,921.82
003	GENERAL-ARPA	2,420,972.01			2,420,972.01
005	Franchise Fe	321,949.16	405,607.44		727,556.60
110	ROAD USE TAX	6,638,307.86	304,921.32	320,507.62	6,622,721.56
112	EMPLOYEE BEN	2,729,552.61	406,906.47		3,136,459.08
119	EMERGENCY FU	82,786.86	15,269.48		98,056.34
121	SALES TAX 1%	7,624,256.39	397,243.27		8,021,499.66
122					
123	AGASSI TIF D				
124	VOGEL URBAN	(441.50)			(441.50)
125	WESTGATE TIF	246,106.34	68,822.44		314,928.78
126	AIRPORT TIF	204,366.62	10,031.80		214,398.42
127	PENNSYLVANIA				
128	WILDWOOD HWY	85,018.45	200.59		85,219.04
129	RISK MANAGEM	428,989.67	47,902.98	18,633.26	458,259.39
131	AIRPORT FUND	333,953.83	191,319.52	152,081.62	373,191.73
133	LIBRARY FUND	124,266.00	46,060.46	60,169.22	110,157.24
135	CEMETERY FUN	(73,906.90)	19,833.00	28,445.69	(82,519.59)
137	HAZ-MAT FUND	135,291.57	28,755.10	1,240.43	162,806.24
141	2023 UPPER S	113,427.21			113,427.21
142	HOAP/HILP ES				
143	EPA BROWNFIE				
144	2013 CDBG HO				
145	DOWNTOWN REV				
146	DOWNTOWN STR	142,220.06			142,220.06
147	CDBG P-2 MAS	17,628.32			17,628.32
148	2016 OWW CDB				
151	OTHER BOND P	1,708,657.61	26,152.00	165,569.95	1,569,239.66
162	SSMID DISTRI	75,677.28	5,134.86		80,812.14
167	FIRE BEQUEST	12,926.37			12,926.37
169	START UP/DON	(165.20)			(165.20)
171	RETIREE HEAL	106.32			106.32
173	LIBRARY BEQU	103,237.79	9,748.00	11,359.82	101,625.97
174	COMMUNITY DE	395,330.34	29,270.22	5,246.00	419,354.56
175	POLICE BEQUE	181,806.86	21,906.29		203,713.15
176	Reimb Grants	(24,205.27)			(24,205.27)
177	HISTORIC PRE	25,841.09			25,841.09
200	DEBT SERVICE	(530,270.87)	259,818.75	241,062.00	(511,514.12)
301	STREET PROJE	1,585,170.72		6,020.86	1,579,149.86
303	AIRPORT PROJ	411,705.07			411,705.07
307	SIDEWALK & C	113,377.36			113,377.36
309	PARK PROJECT	1,289,005.39		27.79	1,288,977.60

311	LEVEE PROJEC	(178,323.30)			(178,323.30)
313	EVENT CENTER	436,628.94		13,671.27	422,957.67
315	SEWER CONSTR	1,131,035.00	13,453.15	301,749.60	842,738.55
320	WEST END FLO				
501	CEMETERY MEM	2,713.29			2,713.29
503	CEMETERY PER	412.00	8,112.46	412.00	8,112.46
610	SEWER UTILIT	4,690,614.97	555,259.52	323,813.81	4,922,060.68
611	SEWER SINKIN	1,377,000.00			1,377,000.00
612	STORM WATER				
613	SEWER IMPROV	4,602,274.00			4,602,274.00
670	LANDFILL FUN	1,675,334.66	190,703.55	62,807.54	1,803,230.67
671	LANDFILL RES	1,241,555.00			1,241,555.00
673	RECYCLING	432,682.21	121,509.11	214,620.89	339,570.43
690	TRANSIT FUND	632,016.20		66.46	631,949.74
695	1015 TRANSIT				
720	BRIDGEVIEW E	99,575.73		16,737.08	82,838.65
750	GOLF COURSE	50,282.62			50,282.62
810	POOLED INVES	(48,163,818.08)	85,693.20		(48,078,124.88)
820	PAYROLL CLEA	189,413.72	420,324.00	420,904.70	188,833.02
840	Equipment Purchasing	1,710,156.46		533.92	1,709,622.54
860	GROUP HEALTH	6,666,015.54	311,670.99	2,072.58	6,975,613.95
861	POST 65 RETI	150,732.20	9,622.51	4,574.77	155,779.94
862	DENTAL INSUR	56,969.04	8,231.38		65,200.42
863	LIFE INSURAN	64,014.84	8,269.71		72,284.55
<b>TOTALS FOR ALL LISTED FUNDS</b>		<b>\$ 7,417,268.65</b>	<b>\$ 4,979,773.08</b>	<b>\$ 3,673,410.96</b>	<b>\$ 8,723,630.77</b>

	City of Ottumwa				
	Vendor Payment Report				
	For the Month of November 2023				
Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00316	ACCENT WIRE-TIE	219322	11/3/2023	6,708.50	VHCL MTCE SUPPLIES
00671	ADVANCED ELECTRONIC DESIG	219381	11/9/2023	533.92	RIGHT-OF-WAY
00679	ADVANTAGE ADMINISTRATORS	219450	11/17/2023	208.00	OTHER PROF SERV
00690	AFLAC	219323	11/3/2023	1,793.30	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	219324	11/3/2023	17,818.10	LEGAL FEES
01197	MONROE COUNTY NEWS	219325	11/3/2023	55.00	LIBRARY MAT.-JAMES ESTATE
01700	ALLIANT ENERGY/IPL	219382	11/9/2023	74,969.96	ELECTRIC
02080	ALTORFER INC	219512	11/22/2023	7,026.83	VHCL MTCE SUPPLIES
03643	AMERICAN TEST CENTER	219384	11/9/2023	2,775.00	OTHER PROF SERV
05694	AUTOMATIC SYSTEMS CO	219513	11/22/2023	1,658.75	OTHER MAINT & REPAIR
05700	ATOMIC TERMITE & PEST	219452	11/17/2023	130.00	GROUND MAINT & REPAIR
06003	BP	219385	11/9/2023	490.69	VHCL- FUEL
06480	BAILEY OFFICE EQUIPMENT	219386	11/9/2023	1,504.26	OFFICE SUPPLIES
07005	BARCO PRODUCTS COMPANY	219453	11/17/2023	813.25	STREET MAINT SUPPLIES
07019	BRADLEY T BARNES	219387	11/9/2023	335.00	OTHER PROF SERV
07639	AARON BEEMER	219327	11/3/2023	22.00	OTHER SUPPLIES
007642	BEAR CREEK ARCHEOLOGY INC	219388	11/9/2023	8,465.00	OTHER SUPPLIES
09352	BLACKSTONE PUBLISHING	219389	11/9/2023	243.99	LIBRARY MAT.-JAMES ESTATE
09360	BLACK'S TIRE COMPANY LLC	219390	11/9/2023	1,505.77	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LLC	219328	11/3/2023	167,926.18	CONTRACTUAL SERVICES
11506	BRIDGE VIEW CENTER	219329	11/3/2023	10,693.39	BUILDING MAINT REPAIR
12500	BUB'S TREE CARE	219330	11/3/2023	6,400.00	TREE TRIMMING
14317	CAPITAL ONE	219331	11/3/2023	956.55	OPERATING SUPPLIES
15000	CARQUEST AUTO	219393	11/9/2023	548.63	VHCL MTCE SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	219332	11/3/2023	2,493.33	TOOLS & SMALL EQUIP
16300	CENTRAL IOWA FASTENERS	219516	11/22/2023	69.75	OTHER SUPPLIES
16402	CENTURYLINK	219333	11/3/2023	1,660.62	TELEPHONE/IT
16403	CENTURYLINK	219457	11/17/2023	6.85	TELEPHONE/IT
16419	JOSH CHANCE	219458	11/17/2023	543.04	TRAINING
17825	CITY OF OTTUMWA, CEMETERY	219334	11/3/2023	412.00	CASH INVESTED PASSBK SVNG
18980	CHILD SUPPORT SERVICES	219395	11/9/2023	3,946.88	CHILD SUPPORT PAYABLE
22473	DMACC	219396	11/9/2023	900.00	DUES & MEMBERSHIP
22479	D P PLUMBING PLUS	219459	11/17/2023	2,400.00	CONTRACTUAL SERVICES
23025	BRADLEY DAVIS	219460	11/17/2023	3.50	REFUND
24151	DENTONS DAVIS BROWN PC	219518	11/25/2023	4,255.00	CONTRACTUAL SERVICES
24928	DINGES FIRE COMPANY	219519	11/22/2023	12,441.00	OTHER SMALL CAPITAL
24961	DISCOUNT TWO-WAY RADIO	219335	11/3/2023	189.76	TOOLS & SMALL EQUIP
26050	EARL MAY SEED & NURSERY	219336	11/3/2023	262.50	MERCHANDISE-RESALE
26580A	EBSCO INFORMATION SERVICE	219461	11/17/2023	4,294.57	LIBRARY MAT.-JAMES ESTATE
26640	ECOSYSTEMS INC	219397	11/9/2023	23,050.58	CONTRACT EMPLOYEES
27005	ELECTRIC PUMP INC	219398	11/9/2023	32,363.50	OTHER MAINT & REPAIR
27010	CONSOLIDATED ELECTRICAL	219399	11/9/2023	10,377.74	GROUND MAINT & REPAIR
27272	ELLIOTT BULK SERVICES LLC	219463	11/17/2023	8,689.70	VHCL- FUEL
27280	ELLIOT OIL COMPANY	219400	11/9/2023	19,814.95	VHCL- FUEL
27552	EMPOWER RETIREMENT	219404	11/9/2023	300.00	HARTFORD DEF COMP PAYABLE
27823	ERHARDT, CLAYTON	319337	11/3/2023	200.00	RENTS & LEASES
28208	EUROFINS ENVIRONMENT	219402	11/9/2023	2,432.21	LAB SUPPLIES
29829	FIDELITY SECURITY LIFE	219338	11/3/2023	2,372.20	ENGINEERING
30877	FOR SURE ROOFING	319522	11/22/2023	8,197.65	CONTRACTUAL SERVICES

31302A	FRASE COMPANY LUMBER	219403	11/9/2023	44.99	OPERATING SUPPLIES
31454	GPM ENVIRONMENTAL	219523	11/22/2023	4,747.00	OPERATING SUPPLIES
31459	GRP & ASSOCIATES	219464	11/17/2023	98.00	HAZARDOUS WASTE DISPOSAL
31677	GALLAGHER	219339	11/3/2023	22,583.94	CONTRACTUAL SERVICES
31797	GARDEN & ASSOCIATES LTD	219340	11/3/2023	4,616.86	ENGINEERING
32051	KURT GATES	219341	11/3/2023	1,163.03	CONTRACTUAL SERVICES
33162	GOVTEMPSUSA LLC	219342	11/3/2023	2,716.00	CONTRACTUAL SERVICES
33647	GREATER OTTUMWA DEV	219343	11/3/2023	2,087.73	LEGAL FEES
33648	GREATER OTTUMWA PARTNERS	219466	11/17/2023	400.00	OTHER SUPPLIES
33653	GREGG YOUNG AUTOMOTIVE	219344	11/3/2023	1,174.65	VHCL MTCE SUPPLIES
34966	HARDY DIAGNOSTICS	219404	11/9/2023	296.56	LAB SUPPLIES
36083	HAWKEYE TRUCK EQUIPMENT	219467	11/17/2023	169.00	VHCL MTCE SUPPLIES
36301	HEARTLAND AVIATION	219345	11/3/2023	990.00	RENTS & LEASES
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36850	HELMUTH REPAIR INC	219346	11/3/2023	463.20	OPERATING SUPPLIES
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43265	INTERSTATE BATTERY	219410	11/9/2023	288.90	VHCL MTCE SUPPLIES
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51719	ERIC LEWIS	219531	11/22/2023	16.97	TRAINING
51968	LIBERTY TIRE	219417	11/9/2023	2,769.68	TIRE DISPOSAL
52096	LIDTKA ESTATES, LLC	219483	11/17/2023	4,475.04	CONTRACTUAL SERVICES
52724	LOCK MASTER	219418	11/9/2023	195.00	EQUIP REPAIR
53691	MACQUEEN EQUIPMENT	219356	11/3/2023	4,415.61	VHCL MTCE SUPPLIES
54390	MANATT'S INC	219357	11/3/2023	16,179.50	STREET MAINT SUPPLIES
54531	MARCO TECHNOLOGIES	219419	11/9/2023	608.00	TELEPHONE/IT
55130	MARTIN'S FLAG COMPANY LLC	219358	11/3/2023	490.88	OPERATING SUPPLIES
56090	CODY MCCOY	219485	11/17/2023	15.00	SUSTENANCE SUPPLIES
56639	SARAH MCGRUFF	219533	11/22/2023	89.74	TRAVEL & CONFERENCE
57385	MEDARDS	219489	11/17/2023	4,542.72	OPERATING SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	219359	11/3/2023	4,574.77	HEALTH CLAIMS

58480	MICROBAC LABORATORIES INC	219420	11/9/2023	1,478.00	LAB SUPPLIES
58500	MIDAMERICAN ENERGY CO	219361	11/3/2023	1,782.46	NATURAL GAS
58555	MID-IOWA SOLID WASTE	219448	11/9/2023	81,576.40	OTHER CAPITAL EQUIP
59301	MIDWEST AUTO GLASS & TIRE	219491	11/17/2023	192.51	VHCL MTCE SUPPLIES
59382	MIDWEST TAPE	219535	11/22/2023	131.19	LIBRARY MAT.-JAMES ESTATE
60289	MIRACLE RECREATION	219362	11/3/2023	1,979.81	OPERATING SUPPLIES
60299	MISSIONSQUARE	219422	11/9/2023	2,430.76	ICMA DEF COMP PAYABLE
60780	MOBILE LOCKSMITH & ALARM	219363	11/3/2023	654.00	OPERATING SUPPLIES
61654	JOSE MORENO	219364	11/3/2023	4,996.00	GRANT TRAINING
61785	MOTION INDUSTRIES	219424	11/9/2023	181.03	OPERATING SUPPLIES
62600	MUNICIPAL SUPPLY INC	219365	11/3/2023	317.00	OPERATING SUPPLIES
62845	MUSCO SPORTS LIGHTING INC	219366	11/3/2023	475.00	GROUNDS MAINT & REPAIR
65452	NEXT LEVEL RESPONSE SOL	219493	11/17/2023	8,550.00	CONTRACTUAL SERVICES
65985	NORSOLV SYSTEMS ENVIRONM	219425	11/9/2023	198.95	OPERATING SUPPLIES
66001	NORRIS ASPHALT PAVING INC	219426	11/9/2023	1,331.55	STREET MAINT SUPPLIES
66561	OFFICIAL PEST CONTROL	219494	11/17/2023	55.00	SUSTENANCE SUPPLIES
67058	ONSITE SERVICE SOLUTIONS	219427	11/9/2023	3,100.00	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	219495	11/17/2023	937.36	VHCL MTCE SUPPLIES
68238	OTTUMWA HEALTH GROUP LLC	219496	11/17/2023	386.00	EMPLOYEE PHYSICAL/TESTS
68560	OTTUMWA PRINTING INC	219538	11/22/2023	3,620.00	PRINTING
68588	OTTUMWA REGIONAL HEALTH	219428	11/9/2023	1,325.00	WELLNESS PROGRAM
69040	OTTUWA WATER AND HYDRO	219429	11/9/2023	13,153.46	WATER
69495	PANTHER UNIFORMS INC	219497	11/17/2023	415.56	SUSTENANCE SUPPLIES
69688	DIXIE L PARKER	219430	11/9/2023	1,650.00	OTHER PROF SERV
70020	PARKING LOT SPECIALTIES	219498	11/17/2023	44,460.00	CONTRACTUAL SERVICES
72253	PPG ARCHITECTRUAL FINISHE	219368	11/3/2023	2,193.78	OPERATING SUPPLIES
73086	JOLEEN JOY POST	219499	11/17/2023	250.00	MISC CONTRACT WORK
73125	POSTMASTER (CEMETERY)	219369	11/3/2023	66.00	POSTAGE & SHIPPING
73926	PRODUCTIVITY PLUS ACCOUNT	219431	11/9/2023	191.21	VHCL MTCE SUPPLIES
73971	PROFESSIONAL JANITORIAL	219432	11/9/2023	2,820.00	JANITORIAL
74626	QUALITY SERVICES CORP	219433	11/9/2023	338.60	VHCL MTCE SUPPLIES
74740	RJ PERFORMANCE INC	219500	11/17/2023	62.98	VHCL MTCE SUPPLIES
75926	REDLINE PRESSURE WASHING	219539	11/22/2023	1,800.00	MISC CONTRACT WORK
76105	ROBYN REESE	219370	11/3/2023	900.00	PAYMENTS TO OTHER ENTITIES
76296	CHRISTINA REINHARD	219371	11/3/2023	212.75	TRAVEL & CONFERENCE
76989	RICHWELL CARPET CENTER	219372	11/3/2023	216.33	BUILDING MAINT REPAIR
77203	RG CONSTRUCTION LLC	219434	11/9/2023	105,450.00	CONTRACTUAL SERVICES
77466	ROCHESTER ARMORED CAR	219502	11/17/2023	452.48	OTHER PROF SERV
78105	ROYAL PORTABLE TOILETS	219435	11/9/2023	1,554.72	OPERATING SUPPLIES
78293	SCS ENGINEERS	219541	11/22/2023	1,415.59	ENGINEERING
78708	JOHN SANDGREN HEATING	219542	11/22/2023	60.00	OPERATING SUPPLIES
78718	SANDRY FIRE SUPPLY LLC	219543	11/22/2023	7,268.37	OTHER SMALL CAPITAL
79132	RAYMOND SAUNDERS	219544	11/22/2023	1,066.67	CONTRACTUAL SERVICES
79358	SCHUMACHER ELEVATOR CO	219436	11/9/2023	521.06	BUILDING MAINT REPAIR
81429	AARON SHORT	219545	11/22/2023	154.60	SUSTENANCE SUPPLIES
81445	PATRICK SHORT	219373	11/3/2023	103.68	SUSTENANCE SUPPLIES
82135	SINCLAIR TRACTOR	219374	11/3/2023	37.83	VHCL MTCE SUPPLIES
82136	SINCLAIR NAPA	219437	11/9/2023	2,209.74	VHCL MTCE SUPPLIES
82557	GREG SMITH	219375	11/3/2023	22.00	OTHER SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	219438	11/9/2023	80.02	OPERATING SUPPLIES
84519	MICHAEL STACKHOUSE	219439	11/9/2023	22.00	REFUND
86196	THE STITCH DOCTOR	219546	11/22/2023	286.50	SUSTENANCE SUPPLIES
86199	STIVERS FORD	219547	11/22/2023	42,508.00	AUTOMOTIVE EQUIPMENT
86586	ELIZABETH STUFFLEBEAM	219504	11/17/2023	2,370.80	CONTRACTUAL SERVICES
86970	SUPREME STAFFING INC	219440	11/9/2023	33,349.17	CONTRACT EMPLOYEES



89083	TORRES CONSTRUCTION	219506	11/17/2023	1,200.00	CONTRACTUAL SERVICES
92297	VANDER HAAGS INC	219376	11/3/2023	3,250.00	VHCL MTCE SUPPLIES
92555	THE VAN METER COMPANY	219507	11/17/2023	1,670.50	OPERATING SUPPLIES
92648	VEENSTRA & KIMM INC	219377	11/3/2023	39,167.91	OTHER SUPPLIES
92681A	VERMEER IOWA & N MISSOURI	219378	11/3/2023	308.00	VHCL MTCE SUPPLIES
92698	VETTER'S INC-CULLIGAN WAT	219441	11/9/2023	38.50	LAB SUPPLIES
92923	VISION INDUSTRIAL SALES	219442	11/9/2023	492.75	VHCL MTCE SUPPLIES
95000	WAPELLO COUNTY UNITED WAY	219549	11/22/2023	10.00	UNITED WAY DEDUCTION
95120	WAPELLO RURAL WATER ASSC	219443	11/9/2023	39.24	WATER
95368	WAYNE'S TIRE	219444	11/9/2023	1,753.44	VHCL MTCE SUPPLIES
96792	WILLETT HOFFMANN	219445	11/9/2023	33,615.90	CONTRACTUAL SERVICES
97038	WILSON DISTRIBUTOR SERVIC	219509	11/17/2023	45.00	OPERATING SUPPLIES
97306	WINDSTREAM ENTERPRISE	219510	11/17/2023	1,943.52	TELEPHONE/IT
97320	WINGER COMPANIES	219379	11/3/2023	12,487.88	OPERATING SUPPLIES
97334	WINN CORP	219380	11/3/2023	29.93	GROUND MAINT & REPAIR
97577	WOODRIVER ENERGY LLC	219446	11/9/2023	3,748.21	NATURAL GAS
ACH	IA Department of Revenue	ACH	11/1/2023	2,761.42	Sales Tax
ACH	Avfuel	ACH	11/2/2023	26,858.27	Airport Fuel
ACH	Avfuel	ACH	11/3/2023	583.33	Airport Fuel
ACH	UKG KRONOS SYSTEMS, LLC	ACH	11/7/2023	419,808.54	Payroll
ACH	CC Pmt	ACH	11/8/2023	49,010.47	CC Purchases
ACH	Municipal Fire & Co	ACH	11/9/2023	118,164.83	Retirement
ACH	Avfuel	ACH	11/10/2023	27,875.64	Airport Fuel
ACH	Advantage Admin	ACH	11/13/2023	2,441.17	Flex Program
ACH	IPERS	ACH	11/13/2023	79,766.38	IPERS
ACH	Nationwide	ACH	11/14/2023	1,265.00	Payroll
ACH	UKG KRONOS SYSTEMS, LLC	ACH	11/20/2023	420,034.91	Payroll
ACH	Advantage Admin	ACH	11/24/2023	2,441.17	Flex Program
ACH	Avfuel	ACH	11/24/2023	52,035.55	Airport Fuel
ACH	Nationwide	ACH	11/28/2023	1,265.00	Payroll
ACH	UMB Corp Trust	ACH	11/29/2023	211,062.00	Interest on Bonds
ACH	Misc.	ACH	Multiple	1,094.08	CC Fee; Returned Item etc
	TOTAL			2,759,548.30	

	City of Ottumwa				
	Vendor Payment Report				
	For the Month of November 2023				
Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00316	ACCENT WIRE-TIE	219322	11/3/2023	6,708.50	VHCL MTCE SUPPLIES
00671	ADVANCED ELECTRONIC DESIG	219381	11/9/2023	533.92	RIGHT-OF-WAY
00679	ADVANTAGE ADMINISTRATORS	219450	11/17/2023	208.00	OTHER PROF SERV
00690	AFLAC	219323	11/3/2023	1,793.30	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	219324	11/3/2023	17,818.10	LEGAL FEES
01197	MONROE COUNTY NEWS	219325	11/3/2023	55.00	LIBRARY MAT.-JAMES ESTATE
01700	ALLIANT ENERGY/IPL	219382	11/9/2023	74,969.96	ELECTRIC
02080	ALTORFER INC	219512	11/22/2023	7,026.83	VHCL MTCE SUPPLIES
03643	AMERICAN TEST CENTER	219384	11/9/2023	2,775.00	OTHER PROF SERV
05694	AUTOMATIC SYSTEMS CO	219513	11/22/2023	1,658.75	OTHER MAINT & REPAIR
05700	ATOMIC TERMITE & PEST	219452	11/17/2023	130.00	GROUND MAINT & REPAIR
06003	BP	219385	11/9/2023	490.69	VHCL- FUEL
06480	BAILEY OFFICE EQUIPMENT	219386	11/9/2023	1,504.26	OFFICE SUPPLIES
07005	BARCO PRODUCTS COMPANY	219453	11/17/2023	813.25	STREET MAINT SUPPLIES
07019	BRADLEY T BARNES	219387	11/9/2023	335.00	OTHER PROF SERV
07639	AARON BEEMER	219327	11/3/2023	22.00	OTHER SUPPLIES
007642	BEAR CREEK ARCHEOLOGY INC	219388	11/9/2023	8,465.00	OTHER SUPPLIES
09352	BLACKSTONE PUBLISHING	219389	11/9/2023	243.99	LIBRARY MAT.-JAMES ESTATE
09360	BLACK'S TIRE COMPANY LLC	219390	11/9/2023	1,505.77	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LLC	219328	11/3/2023	167,926.18	CONTRACTUAL SERVICES
11506	BRIDGE VIEW CENTER	219329	11/3/2023	10,693.39	BUILDING MAINT REPAIR
12500	BUB'S TREE CARE	219330	11/3/2023	6,400.00	TREE TRIMMING
14317	CAPITAL ONE	219331	11/3/2023	956.55	OPERATING SUPPLIES
15000	CARQUEST AUTO	219393	11/9/2023	548.63	VHCL MTCE SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	219332	11/3/2023	2,493.33	TOOLS & SMALL EQUIP
16300	CENTRAL IOWA FASTENERS	219516	11/22/2023	69.75	OTHER SUPPLIES
16402	CENTURYLINK	219333	11/3/2023	1,660.62	TELEPHONE/IT
16403	CENTURYLINK	219457	11/17/2023	6.85	TELEPHONE/IT
16419	JOSH CHANCE	219458	11/17/2023	543.04	TRAINING
17825	CITY OF OTTUMWA, CEMETERY	219334	11/3/2023	412.00	CASH INVESTED PASSBK SVNG
18980	CHILD SUPPORT SERVICES	219395	11/9/2023	3,946.88	CHILD SUPPORT PAYABLE
22473	DMACC	219396	11/9/2023	900.00	DUES & MEMBERSHIP
22479	D P PLUMBING PLUS	219459	11/17/2023	2,400.00	CONTRACTUAL SERVICES
23025	BRADLEY DAVIS	219460	11/17/2023	3.50	REFUND
24151	DENTONS DAVIS BROWN PC	219518	11/25/2023	4,255.00	CONTRACTUAL SERVICES
24928	DINGES FIRE COMPANY	219519	11/22/2023	12,441.00	OTHER SMALL CAPITAL
24961	DISCOUNT TWO-WAY RADIO	219335	11/3/2023	189.76	TOOLS & SMALL EQUIP
26050	EARL MAY SEED & NURSERY	219336	11/3/2023	262.50	MERCHANDISE-RESALE
26580A	EBSCO INFORMATION SERVICE	219461	11/17/2023	4,294.57	LIBRARY MAT.-JAMES ESTATE
26640	ECOSYSTEMS INC	219397	11/9/2023	23,050.58	CONTRACT EMPLOYEES
27005	ELECTRIC PUMP INC	219398	11/9/2023	32,363.50	OTHER MAINT & REPAIR
27010	CONSOLIDATED ELECTRICAL	219399	11/9/2023	10,377.74	GROUND MAINT & REPAIR
27272	ELLIOTT BULK SERVICES LLC	219463	11/17/2023	8,689.70	VHCL- FUEL
27280	ELLIOT OIL COMPANY	219400	11/9/2023	19,814.95	VHCL- FUEL
27552	EMPOWER RETIREMENT	219404	11/9/2023	300.00	HARTFORD DEF COMP PAYABLE
27823	ERHARDT, CLAYTON	319337	11/3/2023	200.00	RENTS & LEASES
28208	EUROFINS ENVIRONMENT	219402	11/9/2023	2,432.21	LAB SUPPLIES
29829	FIDELITY SECURITY LIFE	219338	11/3/2023	2,372.20	ENGINEERING
30877	FOR SURE ROOFING	319522	11/22/2023	8,197.65	CONTRACTUAL SERVICES

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51417	LEGACY FIRE APPARATUS	219482	11/17/2023	2,498.91	VHCL MTCE SUPPLIES
51719	ERIC LEWIS	219531	11/22/2023	16.97	TRAINING
51968	LIBERTY TIRE	219417	11/9/2023	2,769.68	TIRE DISPOSAL
52096	LIDTKA ESTATES, LLC	219483	11/17/2023	4,475.04	CONTRACTUAL SERVICES
52724	LOCK MASTER	219418	11/9/2023	195.00	EQUIP REPAIR
53691	MACQUEEN EQUIPMENT	219356	11/3/2023	4,415.61	VHCL MTCE SUPPLIES
54390	MANATT'S INC	219357	11/3/2023	16,179.50	STREET MAINT SUPPLIES
54531	MARCO TECHNOLOGIES	219419	11/9/2023	608.00	TELEPHONE/IT
55130	MARTIN'S FLAG COMPANY LLC	219358	11/3/2023	490.88	OPERATING SUPPLIES
56090	CODY MCCOY	219485	11/17/2023	15.00	SUSTENANCE SUPPLIES
56639	SARAH MCGRUFF	219533	11/22/2023	89.74	TRAVEL & CONFERENCE
57385	MEDARDS	219489	11/17/2023	4,542.72	OPERATING SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	219359	11/3/2023	4,574.77	HEALTH CLAIMS

58480	MICROBAC LABORATORIES INC	219420	11/9/2023	1,478.00	LAB SUPPLIES
58500	MIDAMERICAN ENERGY CO	219361	11/3/2023	1,782.46	NATURAL GAS
58555	MID-IOWA SOLID WASTE	219448	11/9/2023	81,576.40	OTHER CAPITAL EQUIP
59301	MIDWEST AUTO GLASS & TIRE	219491	11/17/2023	192.51	VHCL MTCE SUPPLIES
59382	MIDWEST TAPE	219535	11/22/2023	131.19	LIBRARY MAT.-JAMES ESTATE
60289	MIRACLE RECREATION	219362	11/3/2023	1,979.81	OPERATING SUPPLIES
60299	MISSIONSQUARE	219422	11/9/2023	2,430.76	ICMA DEF COMP PAYABLE
60780	MOBILE LOCKSMITH & ALARM	219363	11/3/2023	654.00	OPERATING SUPPLIES
61654	JOSE MORENO	219364	11/3/2023	4,996.00	GRANT TRAINING
61785	MOTION INDUSTRIES	219424	11/9/2023	181.03	OPERATING SUPPLIES
62600	MUNICIPAL SUPPLY INC	219365	11/3/2023	317.00	OPERATING SUPPLIES
62845	MUSCO SPORTS LIGHTING INC	219366	11/3/2023	475.00	GROUNDS MAINT & REPAIR
65452	NEXT LEVEL RESPONSE SOL	219493	11/17/2023	8,550.00	CONTRACTUAL SERVICES
65985	NORSOLV SYSTEMS ENVIRONM	219425	11/9/2023	198.95	OPERATING SUPPLIES
66001	NORRIS ASPHALT PAVING INC	219426	11/9/2023	1,331.55	STREET MAINT SUPPLIES
66561	OFFICIAL PEST CONTROL	219494	11/17/2023	55.00	SUSTENANCE SUPPLIES
67058	ONSITE SERVICE SOLUTIONS	219427	11/9/2023	3,100.00	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	219495	11/17/2023	937.36	VHCL MTCE SUPPLIES
68238	OTTUMWA HEALTH GROUP LLC	219496	11/17/2023	386.00	EMPLOYEE PHYSICAL/TESTS
68560	OTTUMWA PRINTING INC	219538	11/22/2023	3,620.00	PRINTING
68588	OTTUMWA REGIONAL HEALTH	219428	11/9/2023	1,325.00	WELLNESS PROGRAM
69040	OTTUWA WATER AND HYDRO	219429	11/9/2023	13,153.46	WATER
69495	PANTHER UNIFORMS INC	219497	11/17/2023	415.56	SUSTENANCE SUPPLIES
69688	DIXIE L PARKER	219430	11/9/2023	1,650.00	OTHER PROF SERV
70020	PARKING LOT SPECIALTIES	219498	11/17/2023	44,460.00	CONTRACTUAL SERVICES
72253	PPG ARCHITECTRUAL FINISHE	219368	11/3/2023	2,193.78	OPERATING SUPPLIES
73086	JOLEEN JOY POST	219499	11/17/2023	250.00	MISC CONTRACT WORK
73125	POSTMASTER (CEMETERY)	219369	11/3/2023	66.00	POSTAGE & SHIPPING
73926	PRODUCTIVITY PLUS ACCOUNT	219431	11/9/2023	191.21	VHCL MTCE SUPPLIES
73971	PROFESSIONAL JANITORIAL	219432	11/9/2023	2,820.00	JANITORIAL
74626	QUALITY SERVICES CORP	219433	11/9/2023	338.60	VHCL MTCE SUPPLIES
74740	RJ PERFORMANCE INC	219500	11/17/2023	62.98	VHCL MTCE SUPPLIES
75926	REDLINE PRESSURE WASHING	219539	11/22/2023	1,800.00	MISC CONTRACT WORK
76105	ROBYN REESE	219370	11/3/2023	900.00	PAYMENTS TO OTHER ENTITIES
76296	CHRISTINA REINHARD	219371	11/3/2023	212.75	TRAVEL & CONFERENCE
76989	RICHWELL CARPET CENTER	219372	11/3/2023	216.33	BUILDING MAINT REPAIR
77203	RG CONSTRUCTION LLC	219434	11/9/2023	105,450.00	CONTRACTUAL SERVICES
77466	ROCHESTER ARMORED CAR	219502	11/17/2023	452.48	OTHER PROF SERV
78105	ROYAL PORTABLE TOILETS	219435	11/9/2023	1,554.72	OPERATING SUPPLIES
78293	SCS ENGINEERS	219541	11/22/2023	1,415.59	ENGINEERING
78708	JOHN SANDGREN HEATING	219542	11/22/2023	60.00	OPERATING SUPPLIES
78718	SANDRY FIRE SUPPLY LLC	219543	11/22/2023	7,268.37	OTHER SMALL CAPITAL
79132	RAYMOND SAUNDERS	219544	11/22/2023	1,066.67	CONTRACTUAL SERVICES
79358	SCHUMACHER ELEVATOR CO	219436	11/9/2023	521.06	BUILDING MAINT REPAIR
81429	AARON SHORT	219545	11/22/2023	154.60	SUSTENANCE SUPPLIES
81445	PATRICK SHORT	219373	11/3/2023	103.68	SUSTENANCE SUPPLIES
82135	SINCLAIR TRACTOR	219374	11/3/2023	37.83	VHCL MTCE SUPPLIES
82136	SINCLAIR NAPA	219437	11/9/2023	2,209.74	VHCL MTCE SUPPLIES
82557	GREG SMITH	219375	11/3/2023	22.00	OTHER SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	219438	11/9/2023	80.02	OPERATING SUPPLIES
84519	MICHAEL STACKHOUSE	219439	11/9/2023	22.00	REFUND
86196	THE STITCH DOCTOR	219546	11/22/2023	286.50	SUSTENANCE SUPPLIES
86199	STIVERS FORD	219547	11/22/2023	42,508.00	AUTOMOTIVE EQUIPMENT
86586	ELIZABETH STUFFLEBEAM	219504	11/17/2023	2,370.80	CONTRACTUAL SERVICES
86970	SUPREME STAFFING INC	219440	11/9/2023	33,349.17	CONTRACT EMPLOYEES

89083	TORRES CONSTRUCTION	219506	11/17/2023	1,200.00	CONTRACTUAL SERVICES
92297	VANDER HAAGS INC	219376	11/3/2023	3,250.00	VHCL MTCE SUPPLIES
92555	THE VAN METER COMPANY	219507	11/17/2023	1,670.50	OPERATING SUPPLIES
92648	VEENSTRA & KIMM INC	219377	11/3/2023	39,167.91	OTHER SUPPLIES
92681A	VERMEER IOWA & N MISSOURI	219378	11/3/2023	308.00	VHCL MTCE SUPPLIES
92698	VETTER'S INC-CULLIGAN WAT	219441	11/9/2023	38.50	LAB SUPPLIES
92923	VISION INDUSTRIAL SALES	219442	11/9/2023	492.75	VHCL MTCE SUPPLIES
95000	WAPELLO COUNTY UNITIED WAY	219549	11/22/2023	10.00	UNITED WAY DEDUCTION
95120	WAPELLO RURAL WATER ASSC	219443	11/9/2023	39.24	WATER
95368	WAYNE'S TIRE	219444	11/9/2023	1,753.44	VHCL MTCE SUPPLIES
96792	WILLETT HOFFMANN	219445	11/9/2023	33,615.90	CONTRACTUAL SERVICES
97038	WILSON DISTRIBUTOR SERVIC	219509	11/17/2023	45.00	OPERATING SUPPLIES
97306	WINDSTREAM ENTERPRISE	219510	11/17/2023	1,943.52	TELEPHONE/IT
97320	WINGER COMPANIES	219379	11/3/2023	12,487.88	OPERATING SUPPLIES
97334	WINN CORP	219380	11/3/2023	29.93	GROUND MAINT & REPAIR
97577	WOODRIVER ENERGY LLC	219446	11/9/2023	3,748.21	NATURAL GAS
ACH	IA Department of Revenue	ACH	11/1/2023	2,761.42	Sales Tax
ACH	Avfuel	ACH	11/2/2023	26,858.27	Airport Fuel
ACH	Avfuel	ACH	11/3/2023	583.33	Airport Fuel
ACH	UKG KRONOS SYSTEMS, LLC	ACH	11/7/2023	419,808.54	Payroll
ACH	CC Pmt	ACH	11/8/2023	49,010.47	CC Purchases
ACH	Municipal Fire & Co	ACH	11/9/2023	118,164.83	Retirement
ACH	Avfuel	ACH	11/10/2023	27,875.64	Airport Fuel
ACH	Advantage Admin	ACH	11/13/2023	2,441.17	Flex Program
ACH	IPERS	ACH	11/13/2023	79,766.38	IPERS
ACH	Nationwide	ACH	11/14/2023	1,265.00	Payroll
ACH	UKG KRONOS SYSTEMS, LLC	ACH	11/20/2023	420,034.91	Payroll
ACH	Advantage Admin	ACH	11/24/2023	2,441.17	Flex Program
ACH	Avfuel	ACH	11/24/2023	52,035.55	Airport Fuel
ACH	Nationwide	ACH	11/28/2023	1,265.00	Payroll
ACH	UMB Corp Trust	ACH	11/29/2023	211,062.00	Interest on Bonds
ACH	Misc.	ACH	Multiple	1,094.08	CC Fee; Returned Item etc
	TOTAL			2,759,548.30	

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	00111506532	SUSTENANCE SUPPLIES	VR 24011603-001	01/03/2024	-	PRINTING FOR FIRE	504.90
CHECK TOTAL FOR CHECK NUMBER 219865 DATED 01/17/2024 WRITTEN TO 00322 ACE GRAPHICS & PRINTING for the amount of							504.90
01001	00166106411	LEGAL FEES	VR 24011606-046	10/23/2023	-	CLIENT 10981	3154.20
01151	15133426411	LEGAL FEES	VR 24011606-047	10/23/2023	-	CLIENT 10981	11137.69
01001	00166156411	Legal Fees	VR 24011603-002	12/26/2023	-	CLIENT 10981 MATTER 63	10461.00
CHECK TOTAL FOR CHECK NUMBER 219866 DATED 01/17/2024 WRITTEN TO 00800 AHLERS & COONEY P.C. for the amount of							24752.89
01820	8202128	FIRE RETIREMENT	VR 24011605-051	01/11/2024	-	ADJUSTMENT	42.28
01820	8202129	POLICE RETIREMENT	VR 24011605-052	01/11/2024	-	ADJUSTMENT	103.35
01820	8202120	FED INC TAX PAYABLE	VR 24011605-053	01/11/2024	-	ADJUSTMENT	-5.07
01820	8202121	STATE INC TAX WH PAYABLE	VR 24011605-054	01/11/2024	-	ADJUSTMENT	-2.41
01820	00111506141	CITY SHARE FOR FIRE RET	VR 24011605-055	01/11/2024	-	ADJUSTMENT	-103.35
CHECK TOTAL FOR CHECK NUMBER 219867 DATED 01/17/2024 WRITTEN TO 02072 GABRIEL ALVAREZ for the amount of							34.80
01670	67088406331	VHCL MTCE SUPPLIES	VR 24011605-001	12/21/2023	-	604779	216.00
01670	67088406331	VHCL MTCE SUPPLIES	VR 24011605-002	12/21/2023	-	604779	499.56
CHECK TOTAL FOR CHECK NUMBER 219868 DATED 01/17/2024 WRITTEN TO 02080 ALTORFER INC. for the amount of							715.56
01002	00222206320	RAMP MAINT & REPAIR	VR 24011605-003	12/28/2023	-	104892	60.00
01001	00144306320	GROUNDS MAINT & REPAIR	VR 24011605-004	12/28/2023	-	110690	70.00
CHECK TOTAL FOR CHECK NUMBER 219869 DATED 01/17/2024 WRITTEN TO 05700 ATOMIC TERMITE & PEST for the amount of							130.00
01001	00111106506	OFFICE SUPPLIES	VR 24011601-001	12/07/2023	-	010443	100.07
01001	00111106506	OFFICE SUPPLIES	VR 24011601-002	12/08/2023	-	010443	35.73
01001	00111106506	OFFICE SUPPLIES	VR 24011601-003	12/13/2023	-	010443	1.66
01001	00111106506	OFFICE SUPPLIES	VR 24011601-004	12/18/2023	-	010443	15.19
01001	00166156625	SMALL OFFICE EQUIUP	VR 24011601-005	12/06/2023	-	010443	163.00
01001	00166106506	OFFICE SUPPLIES	VR 24011601-006	12/07/2023	-	010443	26.50
01610	61088156506	OFFICE SUPPLIES	VR 24011601-007	12/12/2023	-	010443	77.17
01001	00111106506	OFFICE SUPPLIES	VR 24011601-008	12/13/2023	-	010443	185.71
01001	00166156506	Office Supplies	VR 24011601-009	12/15/2023	-	010443	93.76
01001	00166256625	SMALL OFFICE EQUIP	VR 24011601-010	12/21/2023	-	010443	265.00
01001	00166206414	PRINTING	VR 24011601-011	12/18/2023	-	010443	19.50
01001	00144306506	OFFICE SUPPLIES	VR 24011601-012	12/20/2023	-	010443	16.50
CHECK TOTAL FOR CHECK NUMBER 219870 DATED 01/17/2024 WRITTEN TO 06478 BAILEY OFFICE EQUIPMENT for the amount of							999.79
01610	61088156507	OPERATING SUPPLIES	VR 24011603-003	12/08/2023	-	IA085797 IA085798	80.00
CHECK TOTAL FOR CHECK NUMBER 219871 DATED 01/17/2024 WRITTEN TO 09675 BOILER & PRESSURE for the amount of							80.00
01001	00122906499	REFUSE HAULING	VR 24011603-005	01/08/2024	-	REVENUE FOR 12-23	155752.00
01001	00122906490	OTHER PROF SERV	VR 24011603-004	01/08/2024	-	REVENUE FOR 12-23	2709.47

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 219872 DATED 01/17/2024 WRITTEN TO 11496 BRIDGE CITY SANITATION LLfor the amount of							158461.47
01110	11022756480	TREE TRIMMING	VR 24011603-008	12/27/2023	-	133 GRAND	400.00
01110	11022756480	TREE TRIMMING	VR 24011603-010	12/28/2023	-	417 DAVIS	350.00
01110	11022756480	TREE TRIMMING	VR 24011603-009	12/26/2023	-	112 MADISON	300.00
01110	11022756480	TREE TRIMMING	VR 24011603-007	12/29/2023	-	208 N MOORE	450.00
01110	11022756480	TREE TRIMMING	VR 24011603-006	12/30/2023	-	ALLEY	400.00
01110	11022756480	TREE TRIMMING	VR 24011603-012	01/02/2023	-	208 220 N MOORE	700.00
01110	11022756480	TREE TRIMMING	VR 24011603-011	01/03/2024	-	MOORE ST	100.00
01110	11022756480	TREE TRIMMING	VR 24011603-014	01/04/2024	-	ALLEY BETWEEN DAVIS	1000.00
01110	11022756480	TREE TRIMMING	VR 24011603-013	01/06/2023	-	320 HAMILTON	500.00
CHECK TOTAL FOR CHECK NUMBER 219873 DATED 01/17/2024 WRITTEN TO 12500 BUB'S TREE CARE for the amount of							4200.00
01173	17344136540	PROGRAM SUPPLIES	VR 24011603-015	12/24/2023	-	1652834292	70.29
CHECK TOTAL FOR CHECK NUMBER 219874 DATED 01/17/2024 WRITTEN TO 14317 CAPITAL ONE for the amount of							70.29
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011601-033	12/29/2023	-	6836017	-46.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011601-021	12/01/2023	-	6836017	9.85
01110	11022986599	OTHER SUPPLIES	VR 24011601-023	12/05/2023	-	6830617	16.73
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011601-024	12/06/2023	-	6830617	4.38
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011601-025	12/15/2023	-	6830617	48.30
01110	11022986599	OTHER SUPPLIES	VR 24011601-026	12/15/2023	-	6830617	119.52
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011601-027	12/27/2023	-	6830617	165.90
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011601-028	12/28/2023	-	6830617	35.34
CHECK TOTAL FOR CHECK NUMBER 219875 DATED 01/17/2024 WRITTEN TO 15000 CARQUEST AUTO for the amount of							354.02
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011603-016	12/05/2023	-	OTTCIT	5.76
01001	00122606599	OTHER SUPPLIES	VR 24011603-017	12/22/2023	-	OTTCIT	274.50
CHECK TOTAL FOR CHECK NUMBER 219876 DATED 01/17/2024 WRITTEN TO 15760 CARROLL CONSTRUCTION SUPPfor the amount of							280.26
01001	00166256373	TELEPHONE/IT	VR 24011603-018	01/01/2024	-	77375989	6.85
CHECK TOTAL FOR CHECK NUMBER 219877 DATED 01/17/2024 WRITTEN TO 16403 CENTURYLINK for the amount of							6.85
01503	5031141	CASH INVESTED PASSBK SVNGVR	VR 24011603-019	12/22/2023	-	PERPETUAL CARE	410.00
CHECK TOTAL FOR CHECK NUMBER 219878 DATED 01/17/2024 WRITTEN TO 17825 CITY OF OTTUMWA, CEMETERYfor the amount of							410.00
01860	86066656412	WELLNESS PROGRAM	VR 24011606-001	01/01/2024	-	04292	1714.14
CHECK TOTAL FOR CHECK NUMBER 219879 DATED 01/17/2024 WRITTEN TO 22274 CURALINC, LLC for the amount of							1714.14
01110	11022106499	CONTRACTUAL SERVICES	VR 24011603-036	01/04/2024	-	HAMILTON ST PAV REPAIR	5833.00

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CHECK TOTAL FOR CHECK NUMBER 219880 DATED 01/17/2024 WRITTEN TO 22457 DC CONCRETE & CONST. LLC for the amount of							5833.00
01610	61088156507	OPERATING SUPPLIES	VR 24011603-020	12/29/2023	-	MERV 8 PLEATED	562.56
CHECK TOTAL FOR CHECK NUMBER 219881 DATED 01/17/2024 WRITTEN TO 22594 DANIELS FILTER SERVICE for the amount of							562.56
01670	67088406418	IDNR SOLID WASTE FEES	VR 24011605-005	01/09/2024	-	10/1/23-12/31/23	30714.32
CHECK TOTAL FOR CHECK NUMBER 219882 DATED 01/17/2024 WRITTEN TO 24320 DNR for the amount of							30714.32
01610	61088156430	SLUDGE HAULING	VR 24011603-021	12/21/2023	-	SLUDGE HAULING	3696.00
CHECK TOTAL FOR CHECK NUMBER 219883 DATED 01/17/2024 WRITTEN TO 26640 ECOSYSTEMS INC for the amount of							3696.00
01610	61088156507	OPERATING SUPPLIES	VR 24011603-022	11/28/2023	-	6830641	-2889.02
01610	61088156727	OTHER CAPITAL EQUIP	VR 24011603-023	12/19/2023	-	6830641	26401.44
CHECK TOTAL FOR CHECK NUMBER 219884 DATED 01/17/2024 WRITTEN TO 27005 ELECTRIC PUMP, INC. for the amount of							23512.42
01673	67388436320	GROUNDS MAINT & REPAIR	VR 24011603-024	12/26/2023	-	210048	262.39
01110	11022426531	STREET MAINT SUPPLIES	VR 24011603-025	01/04/2023	-	210048	18.85
CHECK TOTAL FOR CHECK NUMBER 219885 DATED 01/17/2024 WRITTEN TO 27010 CONSOLIDATED ELECTRICAL for the amount of							281.24
01673	67388436320	GROUNDS MAINT & REPAIR	VR 24011603-026	01/04/2024	-	SERVICE CALL	789.46
CHECK TOTAL FOR CHECK NUMBER 219886 DATED 01/17/2024 WRITTEN TO 27219 ELITE FIRE SPRINKLER SYS for the amount of							789.46
01001	00144306333	VHCL-FUEL	VR 24011603-037	12/01/2023	-	15018	11.00
01110	11022106335	IOWA FUEL TAX	VR 24011603-038	12/28/2023	-	15018	1.20
01110	11022106333	VHCL-FUEL	VR 24011603-039	12/28/2023	-	15018	12.41
01137	13711556333	VHCL-FUEL	VR 24011603-040	12/29/2023	-	15018	38.73
01137	13711556335	IOWA FUEL TAX	VR 24011603-041	12/29/2023	-	15018	3.75
CHECK TOTAL FOR CHECK NUMBER 219887 DATED 01/17/2024 WRITTEN TO 27280 ELLIOTT OIL COMPANY for the amount of							67.09
01610	61088176331	VHCL MTCE SUPPLIES	VR 24011603-027	12/28/2023	-	COATING	1157.62
CHECK TOTAL FOR CHECK NUMBER 219888 DATED 01/17/2024 WRITTEN TO 27784 ENVIRONMENTAL PRODUCTS & for the amount of							1157.62
01131	13122806415	RENTS & LEASES	VR 24011603-028	01/02/2024	-	3.5 HOURS DEC 2023	175.00
CHECK TOTAL FOR CHECK NUMBER 219889 DATED 01/17/2024 WRITTEN TO 27823 ERHARDT, CLAYTON for the amount of							175.00
01610	61088156512	LAB SUPPLIES	VR 24011603-029	12/29/2023	-	J270658-1	1206.96
CHECK TOTAL FOR CHECK NUMBER 219890 DATED 01/17/2024 WRITTEN TO 28208 EUROFINS ENVIRONMENT for the amount of							1206.96
01301	30177426407	ENGINEERING	VR 24011603-043	10/25/2023	-	123709-01 LAKE RD CULVE	2590.00
01301	30177426407	ENGINEERING	VR 24011603-042	11/30/2023	-	123709-01 LAKE RD CULVE	1237.50



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CHECK TOTAL FOR CHECK NUMBER 219891 DATED 01/17/2024 WRITTEN TO 29582 FELSBURG HOLT ULLEVIG for the amount of							3827.50
01110	11022106240	TRAVEL & CONFERENCE	VR 24011603-030	01/08/2023	-	MEAL ALLOWANCE	8.00
CHECK TOTAL FOR CHECK NUMBER 219892 DATED 01/17/2024 WRITTEN TO 30568 ROBIN FITZSIMMONS for the amount of							8.00
01001	001111106419	TECHNOLOGY SERVICES	VR 24011603-031	01/02/2024	-	1 YEAR RENEWAL	3307.50
CHECK TOTAL FOR CHECK NUMBER 219893 DATED 01/17/2024 WRITTEN TO 31384 FRONTLINE PUBLIC SAFETY for the amount of							3307.50
01673	67388436429	HAZARDOUS WASTE DISPOSAL	VR 24011603-032	01/03/2024	-	2802	53.00
CHECK TOTAL FOR CHECK NUMBER 219894 DATED 01/17/2024 WRITTEN TO 31459 GRP & ASSOCIATES for the amount of							53.00
01001	00166106499	CONTRACTUAL SERVICES	VR 24011603-033	12/31/2023	-	Q3 CONTRACT FEES	10000.00
CHECK TOTAL FOR CHECK NUMBER 219895 DATED 01/17/2024 WRITTEN TO 33648 GREATER OTTUMWA PARTNERS for the amount of							10000.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011603-034	12/11/2023	-	X10835	266.18
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011605-016	12/12/2023	-	X6830661	171.01
CHECK TOTAL FOR CHECK NUMBER 219896 DATED 01/17/2024 WRITTEN TO 33653 GREGG YOUNG AUTOMOTIVE for the amount of							437.19
01610	61088156230	TRAINING	VR 24011603-035	12/19/2023	-	OPERATOR CERTIFICATION	32.29
CHECK TOTAL FOR CHECK NUMBER 219897 DATED 01/17/2024 WRITTEN TO 34913 TRAVIS HANCOCK for the amount of							32.29
01673	67388436402	ADVERT/LEGAL PUBL	VR 24011603-044	01/05/2024	-	HOSTING WEBSITE	90.00
CHECK TOTAL FOR CHECK NUMBER 219898 DATED 01/17/2024 WRITTEN TO 37476 HILL PRODUCTIONS & MEDIA for the amount of							90.00
01129	12966606160	WORKMENS COMPENSATION	VR 24011603-045	01/01/2024	-	WORK COMP INSTALL 7	10097.00
01130	13011246163	IMWCA 411 TPA FEES	VR 24011605-059	12/18/2023	-	411 FEE	86.00
01130	13011546163	IMWCA 411 TPA FEES	VR 24011605-060	12/18/2023	-	411 FEE	86.00
01130	13011246164	POLICE W/C 411 CLAIMS	VR 24011605-061	12/18/2023	-	411 WORKER COMP CLAIM	9662.90
01130	13011546165	FIRE W/C 411 CLAIMS	VR 24011605-062	12/18/2023	-	411 WORKER COMP CLAIM	12709.97
01130	13011246163	IMWCA 411 TPA FEES	VR 24011605-057	12/31/2023	-	QUARTER 411 FEE	250.00
01130	13011546163	IMWCA 411 TPA FEES	VR 24011605-058	12/31/2023	-	QUARTER 411 FEE	250.00
CHECK TOTAL FOR CHECK NUMBER 219899 DATED 01/17/2024 WRITTEN TO 41505A IMWCA for the amount of							33141.87
01610	61088176531	STREET MAINT SUPPLIES	VR 24011603-046	12/30/2023	-	6665	1624.50
CHECK TOTAL FOR CHECK NUMBER 219900 DATED 01/17/2024 WRITTEN TO 41600 IDEAL READY MIX for the amount of							1624.50
01670	67088406310	BUILDING MAINT REPAIR	VR 24011603-049	12/26/2023	-	LANDFILL	30.00
01673	67388436493	MISC CONTRACT WORK	VR 24011603-048	12/27/2023	-	RECYCLING	43.00
01001	00166506310	BUILDING MAINTENANCE REPAVR	24011603-047	12/28/2023	-	CITY HALL	33.00

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 219901 DATED 01/17/2024 WRITTEN TO 41920A INDUSTRIAL CHEMICAL for the amount of							106.00
01133	13344106499	CONTRACTUAL SERVICES	VR 24011605-015	12/18/2023	-	100-1534849-000	884.56
01001	00166506423	PHOTOCOPIES	VR 24011605-006	12/25/2023	-	ADMIN	340.86
01001	00122606423	PHOTOCOPIES	VR 24011605-007	12/25/2023	-	ENGINEERING	259.94
01001	00155406423	PHOTOCOPIES	VR 24011605-008	12/25/2023	-	HOUSING ROOM 200	111.45
01001	00133406423	PHOTOCOPIES	VR 24011605-009	12/25/2023	-	HOUSING ROOM 201	111.45
01001	00133406423	PHOTOCOPIES	VR 24011605-010	12/25/2023	-	HOUSING ROOM 203	161.25
01001	00155406423	PHOTOCOPIES	VR 24011605-011	12/25/2023	-	HOUSING ROOM 204	111.45
01110	11022976506	OFFICE SUPPLIES	VR 24011605-012	12/25/2023	-	PUBLIC WORKS	170.03
01673	67388436498	MISC CONTRACT WORK	VR 24011605-013	12/25/2023	-	RECYCLING	73.82
01610	61088156423	PHOTOCOPIES	VR 24011605-014	12/25/2023	-	WPCF	207.74
CHECK TOTAL FOR CHECK NUMBER 219902 DATED 01/17/2024 WRITTEN TO 42090 INFOMAX OFF SYSTEMS INC for the amount of							2432.55
01001	00122606419	TECHNOLOGY SERVICES	VR 24011603-050	12/07/2023	-	107185	507.68
CHECK TOTAL FOR CHECK NUMBER 219903 DATED 01/17/2024 WRITTEN TO 42091 INFOMAX for the amount of							507.68
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24011605-019	12/18/2023	-	20U2012	82.98
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24011605-022	12/19/2023	-	20U2012	135.29
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24011605-017	12/26/2023	-	20U2012	225.92
01173	17344136501	LIBRARY MATERIALS	VR 24011605-018	12/26/2023	-	20U2012	16.09
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24011605-020	01/03/2023	-	20U2012	263.19
01173	17344136501	LIBRARY MATERIALS	VR 24011605-021	01/03/2023	-	20U2012	15.53
CHECK TOTAL FOR CHECK NUMBER 219904 DATED 01/17/2024 WRITTEN TO 42160 INGRAM LIBRARY SERVICES for the amount of							739.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011605-023	01/02/2024	-	002010	90.68
CHECK TOTAL FOR CHECK NUMBER 219905 DATED 01/17/2024 WRITTEN TO 42170 INLAND TRUCK PARTS & SERVfor the amount of							90.68
01129	12966606408	PROPERTY INSURANCE	VR 24011606-048	12/12/2023	-	210 W MAIN	907.00
CHECK TOTAL FOR CHECK NUMBER 219906 DATED 01/17/2024 WRITTEN TO 43465 IOWA COMMUNITIES ASSURANCFOR the amount of							907.00
01001	00144306320	GROUNDS MAINT & REPAIR	VR 24011605-024	12/15/2023	-	ICE MELT	541.50
CHECK TOTAL FOR CHECK NUMBER 219907 DATED 01/17/2024 WRITTEN TO 43506 IOWA DEPT TRANSPORTATION for the amount of							541.50
01001	00122606373	TELEPHONE/IT	VR 24011605-025	12/22/2023	-	270	250.20
CHECK TOTAL FOR CHECK NUMBER 219908 DATED 01/17/2024 WRITTEN TO 43999 IOWA ONE CALL for the amount of							250.20
01670	67088406531	STREET MAINT SUPPLIES	VR 24011605-029	12/10/2023	-	136712	3693.57
01110	11022106531	STREET MAINT SUPPLIES	VR 24011605-028	12/24/2023	-	137234	5711.44
01670	67088406531	STREET MAINT SUPPLIES	VR 24011605-027	12/24/2023	-	137197	835.66
01670	67088406531	STREET MAINT SUPPLIES	VR 24011605-026	12/31/2023	-	137568	4252.93

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 219909 DATED 01/17/2024 WRITTEN TO 45518 JEFFERSON COUNTY QUARRY for the amount of							14493.60
01001	00166256499	CONTRACTUAL SERVICES	VR 24011606-002	01/08/2024	-	6092484	1605.00
01001	00166156499	Contractual Services	VR 24011606-003	01/08/2024	-	6092484	4148.64
CHECK TOTAL FOR CHECK NUMBER 219910 DATED 01/17/2024 WRITTEN TO 49804D UKG KRONOS SYSTEMS, LLC for the amount of							5753.64
01001	00166106240	TRAVEL & CONFERENCE	VR 24011606-049	01/04/2024	-	MILEAGE REIMBURSEMENT	24.96
CHECK TOTAL FOR CHECK NUMBER 219911 DATED 01/17/2024 WRITTEN TO 51046 TRAVIS LAWRENCE for the amount of							24.96
01673	67388436492	TIRE DISPOSAL	VR 24011605-030	12/16/2023	-	55869	2769.68
CHECK TOTAL FOR CHECK NUMBER 219912 DATED 01/17/2024 WRITTEN TO 51968 LIBERTY TIRE for the amount of							2769.68
01125	12555106499	DOWNTOWN MAINTENANCE	VR 24011605-031	01/03/2024	-	DMP 3RD INSTALL	9784.50
CHECK TOTAL FOR CHECK NUMBER 219913 DATED 01/17/2024 WRITTEN TO 54187 MAIN STREET OTTUMWA for the amount of							9784.50
01610	61088156507	OPERATING SUPPLIES	VR 24011605-032	01/03/2024	-	89841300	42.73
CHECK TOTAL FOR CHECK NUMBER 219914 DATED 01/17/2024 WRITTEN TO 57195 MCMMASTER-CARR for the amount of							42.73
01001	00144396507	OPERATING SUPPLIES	VR 24011604-001	12/01/2023	-	31850255	145.97
01610	61088176530	SEWER/DRAINAGE SUPPLIES	VR 24011604-002	12/01/2023	-	31850255	3.80
01001	00111506507	OPERATING SUPPLIES	VR 24011604-003	12/04/2023	-	31850255	27.75
01673	67388436507	OPERATING SUPPLIES	VR 24011604-004	12/04/2023	-	31850255	6.48
01001	00144396507	OPERATING SUPPLIES	VR 24011604-005	12/04/2023	-	31850255	45.94
01131	13122806507	OPERATING SUPPLIES	VR 24011604-006	12/04/2023	-	31850255	39.92
01001	00122606506	OFFICE SUPPLIES	VR 24011604-007	12/04/2023	-	31850255	11.39
01001	00144306507	OPERATING SUPPLIES	VR 24011604-008	12/07/2023	-	31850255	50.93
01001	00111506331	VHCL MTCE SUPPLIES	VR 24011604-009	12/07/2023	-	31850255	27.30
01670	67088406507	OPERATING SUPPLIES	VR 24011604-010	12/08/2023	-	31850255	60.47
01610	61088156507	OPERATING SUPPLIES	VR 24011604-011	12/11/2023	-	31850255	51.10
01110	11022976507	OPERATING SUPPLIES	VR 24011604-012	12/11/2023	-	31850255	401.00
01110	11022706331	VHCL MTCE SUPPLIES	VR 24011604-013	12/12/2023	-	31850255	25.56
01610	61088176531	STREET MAINT SUPPLIES	VR 24011604-014	12/13/2023	-	31850255	306.14
01001	00111506504	TOOLS & SMALL EQUIP	VR 24011604-015	12/13/2023	-	31850255	23.88
01610	61088156507	OPERATING SUPPLIES	VR 24011604-016	12/15/2023	-	31850255	9.24
01001	00144456507	OPERATING SUPPLIES	VR 24011604-017	12/18/2023	-	31850255	12.96
01110	11022426531	STREET MAINT SUPPLIES	VR 24011604-018	12/18/2023	-	31850255	116.17
01110	11022976507	OPERATING SUPPLIES	VR 24011604-019	12/18/2023	-	31850255	53.54
01001	00144306507	OPERATING SUPPLIES	VR 24011604-020	12/19/2023	-	31850255	229.99
01001	00144396507	OPERATING SUPPLIES	VR 24011604-021	12/19/2023	-	31850255	287.99
01110	11022976507	OPERATING SUPPLIES	VR 24011604-022	12/19/2023	-	31850255	45.75
01610	61088156507	OPERATING SUPPLIES	VR 24011604-023	12/19/2023	-	31850255	30.82
01001	00144396507	OPERATING SUPPLIES	VR 24011604-024	12/19/2023	-	31850255	10.98
01001	00111506504	TOOLS & SMALL EQUIP	VR 24011604-025	12/19/2023	-	31850255	45.87
01001	00144396507	OPERATING SUPPLIES	VR 24011604-026	12/20/2023	-	31850255	38.98
01001	00133406504	TOOLS & SMALL EQUIP	VR 24011604-027	12/20/2023	-	31850255	108.92

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01110	11022106531	STREET MAINT SUPPLIES	VR 24011604-028	12/20/2023	-	31850255	8.35
01110	11022986599	OTHER SUPPLIES	VR 24011604-029	12/20/2023	-	31850255	29.36
01001	00122606506	OFFICE SUPPLIES	VR 24011604-030	12/21/2023	-	31850255	11.96
01001	00122606504	TOOLS & SMALL EQUIP	VR 24011604-031	12/21/2023	-	31850255	13.03
01001	00144456507	OPERATING SUPPLIES	VR 24011604-032	12/22/2023	-	31850255	23.96
01610	61088156507	OPERATING SUPPLIES	VR 24011604-033	12/27/2023	-	31850255	39.97
01001	00144306504	TOOLS & SMALL EQUIP	VR 24011604-034	12/27/2023	-	31850255	9.97
01610	61088156507	OPERATING SUPPLIES	VR 24011604-035	12/28/2023	-	31850255	12.99
01001	00144396507	OPERATING SUPPLIES	VR 24011604-036	12/28/2023	-	31850255	26.24
01673	67388436507	OPERATING SUPPLIES	VR 24011604-037	12/28/2023	-	31850255	20.98
01610	61088156507	OPERATING SUPPLIES	VR 24011604-038	12/29/2023	-	31850255	21.48
01001	00144456507	OPERATING SUPPLIES	VR 24011604-039	12/29/2023	-	31850255	49.38
01610	61088156507	OPERATING SUPPLIES	VR 24011604-040	12/29/2023	-	31850255	38.57
01610	61088156507	OPERATING SUPPLIES	VR 24011604-041	12/29/2023	-	31850255	16.99
01610	61088156507	OPERATING SUPPLIES	VR 24011604-042	12/29/2023	-	31850255	72.94
CHECK TOTAL FOR CHECK NUMBER 219917 DATED 01/17/2024 WRITTEN TO 57385 MENARDS for the amount of							2615.01
01863	86366646158	GROUP LIFE PREMIUMS	VR 24011605-056	12/19/2023	-	51186	4778.53
CHECK TOTAL FOR CHECK NUMBER 219918 DATED 01/17/2024 WRITTEN TO 57518 SYMETRA LIFE INSURANCE COfor the amount of							4778.53
01673	67388436331	VHCL MTCE SUPPLIES	VR 24011605-033	12/21/2023	-	RECYCLING	603.06
CHECK TOTAL FOR CHECK NUMBER 219919 DATED 01/17/2024 WRITTEN TO 58555 MID-IOWA SOLID WASTE for the amount of							603.06
01673	67388436320	GROUNDS MAINT & REPAIR	VR 24011606-012	01/04/2024	-	OIL TANK	836.00
CHECK TOTAL FOR CHECK NUMBER 219920 DATED 01/17/2024 WRITTEN TO 62541 STEVE MUNDELL CONSTRUCTIOfor the amount of							836.00
01610	61088176331	VHCL MTCE SUPPLIES	VR 24011605-034	10/25/2023	-	OTTAWAPW	753.46
CHECK TOTAL FOR CHECK NUMBER 219921 DATED 01/17/2024 WRITTEN TO 62580 MUNICIPAL PIPE TOOL CO LLfor the amount of							753.46
01110	11022106531	STREET MAINT SUPPLIES	VR 24011605-035	12/30/2023	-	OTTUMSTR	1089.00
CHECK TOTAL FOR CHECK NUMBER 219922 DATED 01/17/2024 WRITTEN TO 66001 NORRIS ASPHALT PAVING INCfor the amount of							1089.00
01110	11022106531	STREET MAINT SUPPLIES	VR 24011605-036	01/02/2024	-	FIRE 1 & 2	55.00
CHECK TOTAL FOR CHECK NUMBER 219923 DATED 01/17/2024 WRITTEN TO 66561 OFFICIAL PEST CONTROL for the amount of							55.00
01001	00166256401	ACCOUNTING & AUDITING	VR 24011605-037	01/02/2024	-	AUDIT REPORT	850.00
CHECK TOTAL FOR CHECK NUMBER 219924 DATED 01/17/2024 WRITTEN TO 66562 OFFICE OF THE AUDITOR for the amount of							850.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-016	12/05/2023	-	688372	24.48
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-017	12/06/2023	-	688372	9.76
01001	00111506331	VHCL MTCE SUPPLIES	VR 24011602-018	12/06/2023	-	688372	19.99
01610	61088156331	VHCL MTCE SUPPLIES	VR 24011602-019	12/07/2023	-	688372	4.99
01610	61088156331	VHCL MTCE SUPPLIES	VR 24011602-020	12/13/2023	-	688372	36.97

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01001	00111506331	VHCL MTCE SUPPLIES	VR 24011602-021	12/13/2023	-	688372	40.78
01001	00111506331	VHCL MTCE SUPPLIES	VR 24011602-022	12/13/2023	-	688372	70.54
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-023	12/14/2023	-	688372	64.94
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-024	12/14/2023	-	688372	26.95
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-025	12/14/2023	-	688372	56.99
01137	13711556507	OPERATING SUPPLIES	VR 24011602-026	12/18/2023	-	688372	95.49
01610	61088156331	VHCL MTCE SUPPLIES	VR 24011602-027	12/19/2023	-	688372	18.99
01135	13544506331	VHCL MTCE SUPPLIES	VR 24011602-028	12/20/2023	-	688372	59.46
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-029	12/21/2023	-	688372	205.83
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-030	12/27/2023	-	688372	114.97
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-031	12/27/2023	-	688372	104.07
01610	61088156331	VHCL MTCE SUPPLIES	VR 24011602-032	12/27/2023	-	131522	71.57
01001	00111506532	SUSTENANCE SUPPLIES	VR 24011602-033	12/27/2023	-	131522	18.98
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-034	12/28/2023	-	131522	4.20
CHECK TOTAL FOR CHECK NUMBER 219925 DATED 01/17/2024 WRITTEN TO 67098 O'REILLY AUTOMOTIVE for the amount of							1049.95
01670	67088406162	EMPLOYEE PHYSICALS/TESTS	VR 24011605-038	01/01/2024	-	111921	132.00
01610	61088156162	EMPLOYEE PHYSICALS/TESTS	VR 24011605-039	01/01/2024	-	113000	80.00
01110	11022426162	EMPLOYEE PHYSICALS/TESTS	VR 24011605-040	01/01/2024	-	108306	40.00
01001	00144306162	EMPLOYEE PHYSICALS/TESTS	VR 24011605-041	01/01/2024	-	113096	80.00
01001	00144456162	EMPLOYEE PHYSICALS/TEST	VR 24011605-042	01/01/2024	-	108696	80.00
01610	61088156162	EMPLOYEE PHYSICALS/TESTS	VR 24011605-043	01/01/2024	-	112999	80.00
CHECK TOTAL FOR CHECK NUMBER 219926 DATED 01/17/2024 WRITTEN TO 68238 OTTUMWA HEALTH GROUP LLC for the amount of							492.00
01001	00166106414	PRINTING	VR 24011606-050	12/29/2023	-	BUSINESS CARDS 4559	36.00
CHECK TOTAL FOR CHECK NUMBER 219927 DATED 01/17/2024 WRITTEN TO 68560 OTTUMWA PRINTING, INC. for the amount of							36.00
01610	61088156404	BILLING FEES-WW	VR 24011605-044	12/31/2023	-	ADMIN FEES SEWER 12/23	8368.00
01001	00122906404	BILLING FEES-WW	VR 24011605-045	12/31/2023	-	ADMIN FEES REFUSE 12/23	4388.00
CHECK TOTAL FOR CHECK NUMBER 219928 DATED 01/17/2024 WRITTEN TO 69040 OTTUMWA WATER AND HYDRO for the amount of							12756.00
01001	00111106409	JANITORIAL	VR 24011605-046	12/29/2023	-	DECEMBER CLEANING	1650.00
CHECK TOTAL FOR CHECK NUMBER 219929 DATED 01/17/2024 WRITTEN TO 69688 DIXIE L PARKER for the amount of							1650.00
01610	61088156507	OPERATING SUPPLIES	VR 24011605-047	12/07/2023	-	30145142	26.36
CHECK TOTAL FOR CHECK NUMBER 219930 DATED 01/17/2024 WRITTEN TO 72253 PPG ARCHITECTURAL FINISHEfor the amount of							26.36
01610	61088156507	OPERATING SUPPLIES	VR 24011601-029	12/12/2023	-	1720	19.36
01610	61088156507	OPERATING SUPPLIES	VR 24011601-030	12/13/2023	-	1720	31.57
01610	61088156507	OPERATING SUPPLIES	VR 24011601-031	12/16/2023	-	1720	370.13
01110	11022976507	OPERATING SUPPLIES	VR 24011601-032	12/27/2023	-	1720	368.71
CHECK TOTAL FOR CHECK NUMBER 219931 DATED 01/17/2024 WRITTEN TO 72560 PLUMB SUPPLY COMPANY for the amount of							789.77
01110	11022986599	OTHER SUPPLIES	VR 24011606-008	12/07/2023	-	359280	11.75

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01110	11022986331	VHCL MTCE SUPPLIES	VR 24011606-004	12/01/2023	-	359280	90.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011606-006	12/04/2023	-	359280	34.25
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011606-005	12/05/2023	-	359280	314.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011606-007	12/06/2023	-	359280	21.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011606-009	12/07/2023	-	359280	18.65
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011606-010	12/12/2023	-	359280	34.25
01670	67088406331	VHCL MTCE SUPPLIES	VR 24011606-011	12/19/2023	-	359280	48.49
CHECK TOTAL FOR CHECK NUMBER 219932 DATED 01/17/2024 WRITTEN TO 73926 PRODUCTIVITY PLUS ACCOUNT for the amount of							572.39
01001	00166506409	JANITORIAL	VR 24011606-052	12/31/2023	-	CLEANING 12/23	2000.00
01001	00144396409	JANITORIAL	VR 24011606-053	12/31/2023	-	CLEANING 12/23	1030.00
01131	13122806409	JANITORIAL	VR 24011606-054	12/31/2023	-	CLEANING 12/23	150.00
CHECK TOTAL FOR CHECK NUMBER 219933 DATED 01/17/2024 WRITTEN TO 73971 PROFESSIONAL JANITORIAL for the amount of							3180.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011605-048	12/27/2023	-	561	120.59
CHECK TOTAL FOR CHECK NUMBER 219934 DATED 01/17/2024 WRITTEN TO 74626 QUALITY SERVICES CORP for the amount of							120.59
01001	00111506350	EQUIP REPAIR	VR 24011606-013	12/19/2023	-	2225	187.50
01001	00111106350	EQUIP REPAIR	VR 24011606-015	12/19/2023	-	1711	250.00
01001	00111106350	EQUIP REPAIR	VR 24011606-014	12/19/2023	-	1711	125.00
01001	00111106350	EQUIP REPAIR	VR 24011606-016	12/19/2023	-	1711	192.75
CHECK TOTAL FOR CHECK NUMBER 219935 DATED 01/17/2024 WRITTEN TO 74955 RACOM CORPORATION for the amount of							755.25
01133	13344106310	BUILDING MAINT REPAIR	VR 24011605-049	12/18/2023	-	DIRECT DRIVE LIGHTS	438.16
CHECK TOTAL FOR CHECK NUMBER 219936 DATED 01/17/2024 WRITTEN TO 76998 RIDGWAY ELECTRIC, LLC for the amount of							438.16
01151	15144326499	CONTRACTUAL SERVICES	VR 24011605-050	12/28/2023	-	CITY HALL RENOVATION	49145.40
CHECK TOTAL FOR CHECK NUMBER 219937 DATED 01/17/2024 WRITTEN TO 77203 RG CONSTRUCTION, LLC for the amount of							49145.40
01001	00166106210	DUES & MEMBERSHIPS	VR 24011606-051	12/04/2023	-	DUES-RATH	179.50
CHECK TOTAL FOR CHECK NUMBER 219938 DATED 01/17/2024 WRITTEN TO 77965 ROTARY CLUB OF OTTUMWA for the amount of							179.50
01670	67088406507	OPERATING SUPPLIES	VR 24011606-017	01/04/2024	-	PORTABLE	110.16
CHECK TOTAL FOR CHECK NUMBER 219939 DATED 01/17/2024 WRITTEN TO 78105 ROYAL PORTABLE TOILETS for the amount of							110.16
01001	00111506350	EQUIP REPAIR	VR 24011606-018	12/28/2023	-	SO-21859	89.36
CHECK TOTAL FOR CHECK NUMBER 219940 DATED 01/17/2024 WRITTEN TO 78718 SANDRY FIRE SUPPLY LLC for the amount of							89.36
01133	13344106310	BUILDING MAINT REPAIR	VR 24011606-021	01/01/2024	-	1003269	240.70
01001	00166506310	BUILDING MAINTENANCE REPAVR	VR 24011606-019	01/01/2024	-	1003275	293.75
01001	00144396507	OPERATING SUPPLIES	VR 24011606-020	01/01/2024	-	1003275	419.19

BATCH NUMBER CHXX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 219941 DATED 01/17/2024 WRITTEN TO 79358 SCHUMACHER ELEVATOR CO for the amount of							953.64
01001	00122606210	DUES & MEMBERSHIPS	VR 24011606-022	01/03/2024	-	BANKSON	30.00
CHECK TOTAL FOR CHECK NUMBER 219942 DATED 01/17/2024 WRITTEN TO 80050 SECRETARY OF STATE for the amount of							30.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-002	12/01/2023	-	1550	97.40
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-001	12/01/2023	-	1550	8.14
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-003	12/07/2023	-	1550	25.65
01673	67388436331	VHCL MTCE SUPPLIES	VR 24011602-004	12/11/2023	-	1550	244.59
01670	67088406331	VHCL MTCE SUPPLIES	VR 24011602-005	12/12/2023	-	1550	41.88
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-006	12/18/2023	-	1550	230.48
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-007	12/18/2023	-	1550	15.22
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-008	12/20/2023	-	1550	15.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-009	12/21/2023	-	1550	105.05
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-010	12/21/2023	-	1550	18.15
01670	67088406331	VHCL MTCE SUPPLIES	VR 24011602-011	12/27/2023	-	1550	54.84
01673	67388436331	VHCL MTCE SUPPLIES	VR 24011602-012	12/28/2023	-	1550	169.25
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-013	12/29/2023	-	1550	131.24
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-014	12/29/2023	-	1550	131.24
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011602-015	12/20/2023	-	1550	-27.78
CHECK TOTAL FOR CHECK NUMBER 219943 DATED 01/17/2024 WRITTEN TO 82136 SINCLAIR NAPA for the amount of							1261.34
01110	11022306371	ELECTRIC	VR 24011606-023	01/03/2024	-	304-03-0000	31.50
01001	00144816507	OPERATING SUPPLIES	VR 24011606-024	01/03/2024	-	204-28-0028	49.71
CHECK TOTAL FOR CHECK NUMBER 219944 DATED 01/17/2024 WRITTEN TO 83920 SOUTHERN IOWA ELECTRIC for the amount of							81.21
01610	61088156507	OPERATING SUPPLIES	VR 24011606-025	12/19/2023	-	WPCF	530.12
CHECK TOTAL FOR CHECK NUMBER 219945 DATED 01/17/2024 WRITTEN TO 86196 THE STITCH DOCTOR for the amount of							530.12
01610	61088156710	AUTOMOTIVE EQUIPMENT	VR 24011606-026	12/19/2023	-	1FTFX1E83PKG18229	47322.00
CHECK TOTAL FOR CHECK NUMBER 219946 DATED 01/17/2024 WRITTEN TO 86199 STIVERS FORD for the amount of							47322.00
01610	61088156410	CONTRACT EMPLOYEES	VR 24011606-034	12/11/2023	-	03-0077	441.60
01673	67388436499	CONTRACTUAL SERVICES	VR 24011606-027	12/11/2023	-	03-0077	1726.73
01610	61088156410	CONTRACT EMPLOYEES	VR 24011606-031	12/18/2023	-	03-0077	414.00
01673	67388436499	CONTRACTUAL SERVICES	VR 24011606-028	12/18/2023	-	03-0077	1734.34
01610	61088156410	CONTRACT EMPLOYEES	VR 24011606-032	12/26/2023	-	03-0077	220.80
01670	67088406498	MISC CONTRACT WORK	VR 24011606-030	12/26/2023	-	03-0077	364.32
01673	67388436499	CONTRACTUAL SERVICES	VR 24011606-033	12/26/2023	-	03-0077	1677.39
01610	61088156410	CONTRACT EMPLOYEES	VR 24011606-029	01/02/2024	-	03-0077	220.80
CHECK TOTAL FOR CHECK NUMBER 219947 DATED 01/17/2024 WRITTEN TO 86970 SUPREME STAFFING INC for the amount of							6799.98
01670	67088406499	CONTRACTUAL SERVICES	VR 24011606-035	01/02/2024	-	LANDFILL	1200.00

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 219948 DATED 01/17/2024 WRITTEN TO 89072 TORRES CONSTRUCTION for the amount of							1200.00
01673	67388436507	OPERATING SUPPLIES	VR 24011606-036	12/21/2023	-	24158278	119.08
CHECK TOTAL FOR CHECK NUMBER 219949 DATED 01/17/2024 WRITTEN TO 90454 ULINE for the amount of							119.08
01001	00144396507	OPERATING SUPPLIES	VR 24011601-013	12/05/2023	-	16118	309.97
01610	61088156507	OPERATING SUPPLIES	VR 24011601-014	12/06/2023	-	16118	123.52
01610	61088156507	OPERATING SUPPLIES	VR 24011601-015	12/06/2023	-	16118	2327.74
01610	61088156507	OPERATING SUPPLIES	VR 24011601-016	12/12/2023	-	16118	33.28
01610	61088156507	OPERATING SUPPLIES	VR 24011601-017	12/19/2023	-	16118	66.23
01610	61088156507	OPERATING SUPPLIES	VR 24011601-018	12/27/2023	-	16118	24.99
01610	61088156331	VHCL MTCE SUPPLIES	VR 24011601-019	12/27/2023	-	16118	34.80
01610	61088156507	OPERATING SUPPLIES	VR 24011601-020	12/28/2023	-	16118	131.05
CHECK TOTAL FOR CHECK NUMBER 219950 DATED 01/17/2024 WRITTEN TO 92555 THE VAN METER COMPANY for the amount of							3051.58
01001	00111106497	REIMBURSEMENT	VR 24011606-037	12/31/2023	-	FILING FEE	120.00
CHECK TOTAL FOR CHECK NUMBER 219951 DATED 01/17/2024 WRITTEN TO 94235 WAPELLO CO CLERK OF COURTfor the amount of							120.00
01001	00111106310	MAINTENENCE BLDG EXPENSESVR	24011606-055	01/02/2024	-	SCHUMACHER 90600085	43382.00
01001	00111106310	MAINTENENCE BLDG EXPENSESVR	24011606-056	01/02/2024	-	WINGER 101518-1	4747.50
CHECK TOTAL FOR CHECK NUMBER 219952 DATED 01/17/2024 WRITTEN TO 94720 WAPELLO COUNTY SHERIFF for the amount of							48129.50
01670	67088406374	WATER	VR 24011606-038	12/28/2024	-	13277 165TH AVE	45.23
CHECK TOTAL FOR CHECK NUMBER 219953 DATED 01/17/2024 WRITTEN TO 95120 WAPELLO RURAL WATER ASSC for the amount of							45.23
01110	11022986331	VHCL MTCE SUPPLIES	VR 24011606-039	01/02/2023	-	#18	18.00
CHECK TOTAL FOR CHECK NUMBER 219954 DATED 01/17/2024 WRITTEN TO 95368 WAYNE'S TIRE for the amount of							18.00
01151	15144326490	OTHER PROF SERV	VR 24011606-040	12/27/2023	-	CITY HALL IMPROVE	6420.00
CHECK TOTAL FOR CHECK NUMBER 219955 DATED 01/17/2024 WRITTEN TO 96792 WILLETT HOFMANN for the amount of							6420.00
01313	31377266727	OTHER CAPITAL EQUIPMENT	VR 24011606-041	01/05/2024	-	BRIDGEVIEW	16900.00
01610	61088156507	OPERATING SUPPLIES	VR 24011606-043	12/28/2023	-	058024	212.50
01001	00144396507	OPERATING SUPPLIES	VR 24011606-042	12/29/2023	-	190224	6562.30
CHECK TOTAL FOR CHECK NUMBER 219956 DATED 01/17/2024 WRITTEN TO 97320 WINGER COMPANIES for the amount of							23674.80
01610	61088156531	STREET MAINT SUPPLIES	VR 24011606-044	12/17/2023	-	2106340	185.63
CHECK TOTAL FOR CHECK NUMBER 219957 DATED 01/17/2024 WRITTEN TO 97332 WINN CORP for the amount of							185.63
01173	17344136540	PROGRAM SUPPLIES	VR 24011606-045	01/09/2024	-	2106340	1216.00



REPORT DATE 01/11/2024  
SYSTEM DATE 01/11/2024  
FILES ID 0

CITY OF OTTUMWA  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 12  
TIME 12:05:29  
USER MITCHELLK

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
							-----
CHECK TOTAL FOR CHECK NUMBER 219958 DATED 01/17/2024 WRITTEN TO 98810				ZOOBEAN INC		for the amount of	1216.00
							-----
		01 Bank Code TOTALS for 00092 Checks to 00092 Vendors				for the amount of	575805.27
							=====
		REPORT TOTALS for 00092 Checks to 00092 Vendors				for the amount of	575805.27

REPORT DATE 01/11/2024  
SYSTEM DATE 01/11/2024  
FILES ID 0

CITY OF OTTUMWA  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 13  
TIME 12:05:29  
USER MITCHELLK

BATCH NUMBER CHKX

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

received  
1.11.24 1045A

Item No. B.-4.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: January 16, 2024

<p>_____</p> <p style="text-align: center;">Garage Department</p>	<p style="text-align: right;">_____</p> <p style="text-align: right;">Kelly Blankenship Prepared By</p> <p style="text-align: right;">_____ <i>PB</i></p> <p style="text-align: right;">Phillip Burgmeier Department Head</p>
---	---

*Pf Rt*

\_\_\_\_\_

City Administrator Approval

AGENDA TITLE: Purchase a Four-post Lift from BendPak in the amount of \$36,765.

\*\*\*\*\*

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

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

RECOMMENDATION: Approve the purchase of a Four-post Lift from BendPak in the amount of \$36,765.

DISCUSSION: The lift was inspected on September 26, 2022, with a notation the structural components were rusting, expanding and breaking welds and needed attention. The mechanics use the lift on a daily basis to work on vehicles such as changing oil, making repairs, etc.

Two bids were received with the best bid from BendPak in the amount of \$33,165 with installation of \$3,600 for a total price of \$36,765. Replacement of the lift is a budgeted item.

Budget Amount: \$40,000.00

Source of Funds: Road Use (110-297)

Budgeted Item: Yes

Budget Amendment Needed: No



Invoice

<b>Invoice Date</b>	<b>Due Date</b>	<b>Customer #</b>	<b>Invoice #</b>
7/25/23		247561743043	713871-00
<b>PO Date</b>	<b>PO #</b>		<b>Page #</b>
7/25/23	72523COO		1

**Bill To**  
 City of Ottumwa  
 General Delivery  
 Ottumwa, IA 52501

**Ship To**  
 City of Ottumwa  
 General Delivery  
 Ottumwa, IA 52501

**Correspondence To**  
 1545 Lemonwood Drive  
 Santa Paula, CA 93060  
 800-253-2363  
[sales@bendpak.com](mailto:sales@bendpak.com)  
[www.bendpak.com](http://www.bendpak.com)

**Instructions**

Ship Point	Via	Shipped	Terms	Package ID
BendPak Mobile (MB01)	Flatbed		Pmt w/Order	

**Notes**

Line	Product and Description	Order Quantity	Backorder Quantity	Shipped Quantity	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount(Net)
1	5175178 HDS-40X HDS-40X, 40,000-lb Capacity / Four-Post Lift / Extended	1.00	0.00	0.00	EA	33,090.00	EA	0.00	33,090.00
2	LTDACCDEL LIMITED ACCESS DELIVERY LIMITED ACCESS DELIVERY DELIVERIES TO SCHOOLS, GOVERNMENT, FARMS, AND OTHER TIME CONSUMING AREAS	1.00	0.00	0.00	EA	75.00	EA	0.00	75.00

<b>2</b>	<b>Lines Total</b>	<b>Qty Shipped Total</b>	<b>2.00</b>				<b>Subtotal</b>		<b>33,165.00</b>
							<b>Taxes</b>		<b>0.00</b>
							<b>Total</b>		<b>33,165.00</b>
							<b>Cash Discount</b>	<b>0.00</b>	<b>If Paid Within Terms</b>

IMPORTANT: Please read the Terms and Conditions of Sale. You can view the Terms and Conditions of Sale by visiting: <https://www.bendpak.com/policies/terms/>

665 51<sup>st</sup> Street  
Marion, Iowa 52302  
Phone: (319) 377-6718  
Fax: (319) 377-4627

## F & W SERVICE COMPANY, INC.

Bendpak

Ottumwa IA

January 8, 2024

F & W Service Company is pleased to estimate the following for your consideration.

- *Installation of customer provided Bendpak HDS-40X (customer take delivery).....\$3600.00*

**NOTE:** Prices do not include oil, shipping, or sales tax and expire in 15 days unless there is an unforeseen price increase from the vendor. If the vendor does have a price increase prior to the order shipping, the price increase would apply and customer would be notified right away. Customer responsible for supplying electric.

Thank you for the opportunity to estimate this for you. If you have any questions, please call the office at (319)377-6718.

Sincerely,

Brian Youngblut, President

**Rock and water clause:** all quotations based on normal conditions. In the event any of the following are encountered and are not made known, F&W Service Company, Inc. shall not be held responsible: underground structures, cables, conduits, water, sewer or telephones lines. Under no circumstances will F&W Service Company, Inc. be held responsible for cave-ins, unusual water table levels, sandy soil, rocks or any developments not encountered under normal circumstances.

965 517 Street  
Marion Iowa 52302  
Phone (319) 377-6718  
Fax: (319) 377-4627

# F & W SERVICE COMPANY, INC.

City of Ottumwa

550 Gateway  
Ottumwa IA  
September 28, 2022

F & W Service Company is pleased to estimate the following for your consideration.

- Rotary SM30S 30,000 lb. 235" max wheel base.....\$30544.00
- Rotary SM30L 30,000 lb. 271" max wheel base.....\$33323.00
- Rotary SM30EL3 30,000 lb. 307" max wheel base.....\$36101.00
- Rolling jack 15K capacity.....~~\$11247.00~~ each plus shipping
- Installation.....\$3500.00
- Removal of current lift.....~~\$700.00~~

*NOTE:* Prices do not include oil or sales tax and expire in 15 days unless there is an unforeseen price increase from the vendor. If the vendor does have a price increase prior to the order shipping, the price increase would apply and customer would be notified right away. Customer responsible for supplying electric.

Thank you for the opportunity to estimate this for you. If you have any questions, please call the office at (319)377-6718.

Sincerely,

Brian Youngblut, President

**Rock and water clause:** all quotations based on normal conditions. In the event any of the following are encountered and are not made known, F&W Service Company, Inc. shall not be held responsible: underground structures, cables, conduits, water, sewer or telephones lines. Under no circumstances will F&W Service Company, Inc. be held responsible for cave-ins, unusual water table levels, sandy soil, rocks or any developments not encountered under normal circumstances.



Location Name City of Oklahoma

Date 9/26/22

Address 550 S. Lincoln Oklahoma, IA

Phone # \_\_\_\_\_

Lift Serial # \_\_\_\_\_

Model # Rotary Smart

Bay # \_\_\_\_\_

Lift Type Surface  2 Post  4 Post  Scissor  Low/Mid Rise  Hinge  Hydraulic Portable   
Inground  Single Post  Twin Post  High Pressure  Fore & Aft

Capacity 27K Capacity Decal Located On Lift  Needed  Accessibility of owners manuals, safety instructions & lifting point information  Pass  Needed

Common Inspection Points All Lifts	Pass	Attn Needed	Fail	N/A
Accessibility and readability of safety warning labels on lift	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Confirm adequacy of clearances around lift	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Examine structural components including welds for signs of fatigue, overloading, misuse	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Inspect lift controls for proper operation	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Check fluid levels and contamination	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Examine electrical components & wiring	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Check all points requiring lubrication	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Check for proper installation and condition of spotting dish	<input checked="" type="checkbox"/>			<input type="checkbox"/>
On lifts employing adapters, check condition and proper operation	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Are Extended Height adapters available	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Check all accessories for construction and labeling	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Check all fastening devices for tightness including floor anchor bolts	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
On lifts incorporating overhead structures, verify the safety shutoff operates properly	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Operate the lift and check the operation of the lift locks, including latch cables	<input checked="" type="checkbox"/>			<input type="checkbox"/>
On lifts incorporating secondary latch devices, check operation and condition	<input checked="" type="checkbox"/>			<input type="checkbox"/>
<b>Hoses, Piping, Tubing &amp; Hydraulic Cylinders</b>				
Check all accessible piping, tubing, hose, valves, fittings for visible leaks & proper routing	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Check hydraulic cylinders for smooth operation and leaks	<input checked="" type="checkbox"/>			<input type="checkbox"/>
<b>Cables, Chains &amp; Sheaves</b>				
Inspect sheaves for proper alignment and cracks. Ensure sheave shields are in place	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Inspect all cables and/or chains for frays, stretching, corrosion, cracking and proper adjustment	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Check the tracking and routing of cables and chains	<input checked="" type="checkbox"/>			<input type="checkbox"/>
<b>Lifts using swing arms, runways or platforms</b>				
On lifts using swing arms, check telescoping stops	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
On lifts requiring swing arm restraints, check for proper function and abnormal wear	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
On lifts using runways, check to ensure proper operation of all features	<input checked="" type="checkbox"/>			<input type="checkbox"/>
On lifts equipped with platforms, railings or stairways, check to ensure proper operation of all features	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
<b>Inground Lifts</b>				
Report water in sub-floor pits or enclosures	<input checked="" type="checkbox"/>			<input type="checkbox"/>
On air-oil lifts check for low oil control	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Confirm rotation prevention device on single post lifts	<input checked="" type="checkbox"/>			<input type="checkbox"/>
On lifts which incorporate trench covers, verify proper operation and abnormal deformation	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Check integrity of tamper resistant seals on relief valves	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Inspect plungers for signs of rust, corrosion or damage	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Confirm single point operation of multiple powered posts	<input checked="" type="checkbox"/>			<input type="checkbox"/>
<b>Hydraulic Portable Lifts</b>				
Check screw drive systems for proper operation and lubrication	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Check mobility of individual units	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Run lift through full cycle and verify proper shut off at top and bottom of travel	<input checked="" type="checkbox"/>			<input type="checkbox"/>

*Rusting, expanding and breaking welds*

Lift Inspector Signature [Signature]

Check if use of this lift is "Not Recommended" until repairs are made

received  
1-16-24 1045A

Item No. B.-5.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: January 16, 2024

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

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

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

AGENDA TITLE: Approve purchase of a Sokkia iX-605 Robotic Total Station Kit from Transit Works for the sum of \$27,898.00.

\*\*\*\*\*

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

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

RECOMMENDATION: Approve purchase of a Sokkia iX-605 Robotic Total Station Kit from Transit Works for the sum of \$27,898.00.

DISCUSSION: The Engineering Department performs various land surveying functions including topographic surveys, as-built surveys and construction stake outs. We use this piece of equipment to set control for topographical surveys for all in-house project design.

This piece of equipment will replace our existing Sokkia Set 5E Total Station. Our existing Total Station is over 20 years old and has reached the end of its plausible repair life. It needs repairs that exceed the value of the instrument.

The new Total Station works with the GPS data collector that was purchased in February 2023. Optional items will expand the viewing area of the Total Station which will keep the equipment from losing site of the rod and resetting to the last shot. This will allow for a 360° viewing area.

A quote was solicited from Transit Works of Lincoln, NE. The price of the Total Station Kit is \$22,984.00 with optional items needed at \$4,914.00 for a total of \$27,898.00.

Budget 001-260-6627: \$25,275.00

Source of Funds: Engineering (001-260)

Budgeted Item: Yes

Budget Amendment Needed: Yes



# TRANSIT WORKS

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

**Name:** Chad Carlson  
**Company:** City of Ottumwa - Public Works  
**Address:** 105 E 3rd  
 Ottumwa, IA 52501  
  
**Email:** [carlsonc@ottumwa.us](mailto:carlsonc@ottumwa.us)  
**Phone:** 641-684-2180

<b>Date</b>	11/30/2023
<b>Availability</b>	
<b>Terms</b>	
<b>Shipped Via</b>	
<b>Quoted By</b>	David Hoffart

**Subject: Sokkia iX-605 Robotic Total Station Kit**

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

Item	Qty	Stock #	Description	Unit	Price	TW Price
1	1	1044656-01	Sokkia iX-605 5" Robotic Reflectorless Total Station w/RC Handle, 2 Batteries, Charger & Stnd Accessories	Ea	\$ 23,000.00	
2	1	210150005	Prism, 360 Degree ATP1 w/Prism Cover	Ea	\$ 1,720.00	
3	1	7270-71	Pole, Robotic 8' CF/Alum Lever Lock	Ea	\$ 218.00	
4	1	210150080	Adapter, Quick Release SB179A For Robotic Pole	Ea	\$ 401.00	
5	1	SETUP	Set Up and Configure Total Station to Work With Existing Tablet and Magnet Software	Ea	\$ 240.00	
					<b>Total Price</b>	
					<b>\$ 25,579.00</b>	
					<b>Transit Works Discount</b>	
					<b>\$ (2,595.00)</b>	
					<b>Total Price w/Discount</b>	<b>\$ 22,984.00</b>
					<b>Other Options:</b>	
6	1	1009890-02	RC-PR5A Radio w/1 Battery (Price \$5,500.00)	Ea	\$ 4,675.00	
7	1	60-WDF20MX	Tripod, HD Fiberglass w/Dual Clamps & Round Head (Price \$234.99)	Ea	\$ 149.00	
8	1	1003241-01	Adapter, Hybrid Positioning	Ea	\$ 90.00	
					<b>Sub-Total</b>	
					<b>Shipping</b>	
					<b>Sales Tax</b>	To Be Determined
					<b>Total</b>	

4914

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

**Prepared By:** David Hoffart

11/30/2023

**Accepted By:** \_\_\_\_\_

# iX-1200/600



## Accurate, powerful, and versatile

Built for job site mobility, the flagship iX series Ultrasonic robotic total station enables accurate and productive workflows for highly demanding survey and construction applications. Precisely lay out or survey more points in less time and improve quality and consistency. Easy-to-use digital processes with repeatably accurate results mean less rework and better quality control. The iX series is an all-in-one professional tool for layout, survey and machine guidance.

- Precise positioning with single-person operation
- High-speed advanced Ultrasonic motors
- Easy-to-use with MAGNET or Pocket3D software
- Seamless integration into BIM workflows
- Available in iX-1200 and iX-600 models with multiple accuracy levels
- Three-year instrument and five-year motor warranty
- Ultra-rugged IP65 dust and water resistance

## Specifications

Telescope	
Length	142 mm
Aperture	EDM: 38 mm
Magnification	30x
Image	Erect
Resolving power	2.5"
Field of view	1°30'
Minimum focus	1.3 m (4.3 ft.)
Reticle illumination	5 brightness levels
Angle Measurement	
Horizontal and vertical circles type	Rotary absolute encoder
Detecting	2 sides
Angle Units	Degree/Gon/Mil (selectable)
Minimum Display	
iX 1201/1202/602	0.5" (0.0001 gon/0.002 mil) 1" (0.0002 gon/0.005 mil) (selectable)
iX 1203/603/605	1" (0.0002 gon/0.005 mil) 5" (0.0010 gon/0.02 mil) (selectable)
Angle Accuracy (ISO 17123-3 : 2001)	
iX 1201	1" (0.0003 gon/0.005 mil)
iX 602	2" (0.0006 gon/0.010 mil)
iX 1203/603	3" (0.0003 gon/0.015 mil)
iX 1205/605	5" (0.0003 gon/0.025 mil)
Collimation compensation	On/Off (selectable)
Measuring mode	Horizontal angle: Right/Left (selectable) Vertical angle: Zenith/Horizontal/Horizontal ± 90° /% (selectable)
Tilt Angle Compensation	
Type	Liquid 2-axis tilt sensor
Minimum display	1"
Range of compensation	± 6' (0.0018 gon)
Automatic compensator	On (V and H/V) / Off (selectable)
Tilt offset	Can be changed
Distance Measurement	
Measuring method	Coaxial phase shift measuring system
Signal source	Red laser diode 690 nm Class 3R
<small>(IEC60825-1 Ed. 3.0: 2014/FDA CDRH 21CFR Part1040.10 and 1040.11 (Complies with FDA performance standards for laser products except for deviations pursuant to Laser Notice No.56, dated May 8, 2019.))</small>	
Measuring Range	
Prism-2 X 1* <sup>2</sup>	iX-1200 series: 1.3 to 6,000 m (19,685 ft.) iX-600 series: 1.3 to 4,000 m (13,123 ft.)
360° Prism ATP1/ATP1S	1.3 to 1,000 m (3,280 ft.)
Prism-5	1.3 to 500 m (1,640 ft.)
Reflective sheet RS90N-K* <sup>3</sup>	1.3 to 500 m (1,640 ft.)
Reflective sheet RS50N-K* <sup>3</sup>	1.3 to 300 m (980 ft.)
Reflective sheet RS10N-K* <sup>3</sup>	1.3 to 100 m (320 ft.)
Reflectorless (White)* <sup>2</sup>	iX-1200 series: 0.3 to 800 m (2,624 ft.) iX-600 series: 0.3 to 600 m (1,968 ft.)

(Using the following reflective prism/reflective sheet target during normal atmospheric conditions<sup>1)</sup>)

# iX-1200/600

Minimum display	
Fine/Rapid measurement	0.0001 m (0.001 ft./ 1/16 inch) or 0.001 m (0.005 ft./ 1/8 inch)
Tracking measurement	0.001 m (0.005 ft./ 1/8 inch) or 0.01 m (0.1 ft./ 1/2 inch)
Maximum slope prism / reflective sheet	12,000 m
Slope distance	Reflectorless: 1,200 m (3,930 ft.) Prism: 9,600 m (31,490 ft.)
Distance unit	m/ft./US ft./inch (selectable)
Distance accuracy	
Circular or 360° Prism ATP1	iX-1200 series Fine: 1 mm (0.003 ft.) + 2 ppm Rapid: 5 mm (0.0016 ft.) + 2 ppm  iX-600 series Fine: 2 mm (0.006 ft.) + 2 ppm Rapid: 5 mm (0.016 ft.) + 2 ppm
Reflective sheet <sup>3</sup>	Fine: 2 mm (0.006 ft.) + 2 ppm Rapid: 5 mm (0.016 ft.) + 2 ppm
Reflectorless (White) <sup>4</sup>	Fine: 2 mm (0.006 ft.) + 2 ppm (0.3 to 200 m) 5 mm (0.016 ft.) + 10 ppm (200 to 350 m) 10 mm (0.032 ft.) + 10 ppm (350 to 1000 m)  Rapid: 6 mm (0.020 ft.) + 2 ppm (0.3 to 200 m) 8 mm (0.026 ft.) + 10 ppm (200 to 350 m) 15 mm (0.049 ft.) + 10 ppm (350 to 1000 m)
Measurement mode	Fine measurement (single/repeat/average) Rapid measurement (single/repeat) /Tracking (selectable)
Measuring time	
Fine measurement	1.5 sec + every 0.9 sec.
Rapid measurement	1.3 sec + every 0.6 sec.
Tracking measurement	1.3 sec + every 0.4 sec.
Temperature input range	- 35 to 60°C (in 0.1°C step)/ - 31 to 140°F (in 1°F step)
Pressure input range	500 to 1,400 hPa (in 0.1 hPa step), 375 to 1,050 mm Hg (in 0.1 mm Hg step), 14.8 to 41.3 inch Hg (in 0.01 inch Hg step)
ppm input range	-499 to 499 ppm (in 0.1 ppm step)
Prism constant correction	-99 to 99 mm (in 0.1 mm step) 0 mm fixed for reflectorless measurement
Earth curvature and refraction correction	No/Yes K=0.142 Yes K=0.20 (selectable)
Sea level correction	No/Yes (selectable)

\*1: Slight haze, visibility about 20 km, sunny periods, weak scintillation.  
\*2: No haze, visibility about 40 km, overcast, no scintillation.  
\*3: Figures when the laser beam strikes within 30° of the reflective sheet target.  
\*4: Figures when using Kodak Gray Card White side (reflection factor 90%) and brightness level is less than 5,000 lx (a little cloudy). When performing reflectorless measurement, the possible measurement range and precision will change depending on the target reflection factor, weather conditions and location conditions.

Rotation	
Max revolving speed (turning)	iX-1200: 150 degrees per second iX-600: 85 degrees per second
Max auto tracking speed	iX-1200: 20 degrees per second iX-600: 15 degrees per second
UltraTrac™ tracking range	
Prism-2	iX-1200: 1.3 to 1,000 m (3,280 ft.) iX-600: 1.3 to 800 m (2,624 ft.)
360 degree prism (ATP1)	2 to 600 m (1,960 ft.)
Auto Pointing accuracy	
Standing still at 100 m or less	1.2 mm or better
Standing still greater than 100 m	0.3 mm (0.001ft.) + 9 ppm
Guide light	
Light source	LED (red 626 nm/green 524 nm)
Visible distance	1.3 to 150 m
Visible angle	Right and Left/Upward and Downward: ± 4° (7 m/100 m)
Resolving power at center area (width)	4' (about 0.12 m/100 m)
Brightness	3 levels (bright/normal/dim)
Memory and Data	
Internal memory	1GB
External memory	USB flash memory (up to 32GB)
Visible angle	Asynchronous serial RS232C compatible USB Revision 2.0 (FS) Host (Type A) Client (Type miniB)
LongLink™ Bluetooth® wireless technology	
Transmission method	FHSS
Modulation	GFSK (Gaussian-filtered frequency shift keying)
Frequency band	2.402 to 2.48 GHz
Bluetooth® profile	SPP, DUN
Power class	Class 1
Range	600 m (No obstacles, few vehicles or sources of radio omissions/interference in the near vicinity of the instrument, no rain, while in communication)
Authentication	Yes/No (selectable)
Wi-Fi	
Communication distance	10 m
Access method	Infrastructure mode/ad hoc mode
Frequency range	2,412 to 2,472 MHz (1 to 11ch)
Transmission specification	IEEE802.11b/g/n

# iX-1200/600

## Power supply

Power source	Rechargeable Li-ion battery BDC72
Working duration at 20°C	BDC72: approx. 4 hours BT-73Q (external optional) approx. 6.5 hours
Fine single measurement	= every 30 seconds after worked 180 degrees and locking on prism
Battery state indicator	4 levels
Auto power-off	5 levels (5/10/15/30 min/Not set) (selectable)
External power source	6.7 to 12 V

## Battery (BDC72)

Nominal voltage	7.2 V
Capacity	5,986 mAh
Dimensions (w x d x h)	40 x 70 x 40 mm
Weight	approx. 220 g
Charging time at 25°C	approx. 8 hours for two batteries using CDC77 charger

## Charger (CDC77)

Voltage	AC100 to 240 V
Charging temperature range	0 to 40°C
Storage temperature range	-20 to 65°C
Size (w x d x h)	94 x 102 x 36 mm
Weight	about 250 g

## Operating system

Windows Compact 7

## Display

Color touchscreen 4.3 inch Transmissive TFT VWGA color LCD  
Backlight LED 9 brightness levels  
Touch panel resistance sensitive analog type

## Sensitivity of levels

Circular level	10/2 mm on tribrach 8/2 mm on main unit (optional)
Electronic circular levels	Graphic display range: 6' (inner circle) Digital display range: ± 6' 30"

## Optical plummet

Image	Erect
Magnification	3X
Minimum focus	0.5 m

## Environmental

Operating temperature	Standard models: -20 to 50°C (-4 to 122°F) (no condensation)
Storage temperature	-30 to 60°C (-22 to 140°F) (no condensation)
Dust/Water rating	IP65 (IEC 60529: 2001)
Instrument height	192 mm from tribrach mounting surface
Size with handle (w x d x h)	212 x 172 x 355 mm
Weight (with handle/battery)	5.8 kg

## Certifications and Standards

USA FCC Class A  
Europe R&TTE-Class1  
Europe EMC-ClassB  
Canada ICES -ClassA  
Australia C-Tick N 13813  
Europe WEEE Directive  
Europe Battery Directive  
California Proposition 65  
California Perchlorate Material CR  
TELEC





## Sokkia RC-PR5A Remote Control System w/ ATP1 Prism

Sokkia RC-PR5A Remote Control w/ ATP-1 360° Prism

SKU: TS109

Item ID: X3026-L/T\*

Condition: Refurbished

Warranty: 90 Day Exchange

~~\$5,859.00~~ see Transit Worker Quote



### INCLUDED

- \* Sokkia RC-PR5A Remote Control [ID- X3026-L/T\*]
- \* Topcon ATP-1 Prism
- \* Sokkia CDC68 Battery Charger
- \* Power Cord

### DETAILS

#### Sokkia RC-PR5A Specifications Table Sokkia RC-PR5A Remote Control

**Complete Control:** The RC-PR5A on-demand remote allows for rapid prism search no matter your position. A built-in directional sensor constantly monitor the prism movement so the SX can turn left or right, whichever direction is closer.

The Remote Control System works as follows. A laser is emitted from the laser projection port on the Remote Controller. The total station rotates until its beam detector receives this beam. In this way the total station is able to detect the position of the Remote Controller. This operation is called "Turning".

With the Remote Control System it is possible for a single operator to perform measurements, unaided, at multiple measurement points.

The Remote Controller incorporates a Bluetooth unit which allows simultaneous communication with both the total station and a data collector.

#### For Best Results:

- When using in conjunction with a total station, perform communication within a line-of-sight distance of approx. 300m.

The usable range becomes shorter when obstacles block the line of sight, or devices other than total stations, such as PDSs or computers, are used. Wood, glass and plastic will not impede communication but the usable range becomes shorter. Moreover, wood, glass and plastic containing metal frames, plates, foil and other heat shielding elements as well as coatings containing metallic powders may adversely affect Bluetooth communication and concrete, reinforced concrete, and metal will render it impossible.

- Use a vinyl or plastic cover to protect the instrument from rain and moisture. Metallic materials should not be used.
- The direction of the Bluetooth antenna can have adverse effects upon usable range. For best results make sure that the antennas of both the Remote Controller and the companion device are pointing towards one another.

received  
1-11-24 4:10pm

Item No. B.-6.  
02/11/24  
CITY OF OTTUMWA

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Jan 16, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

*Ply Path*  
City Administrator Approval

AGENDA TITLE: Resolution No. 9-2024 Resolution Fixing Date for a Public Hearing on the Proposal to Renew the Downtown Ottumwa Self-Supporting Municipal Improvement District

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 9-2024

DISCUSSION: A petition has been timely filed and which fulfills the requirements of Chapter 386 of the Code of Iowa to renew the Downtown Self-Supporting Municipal Improvement District. This resolution sets February 6, 2024 as the date of a public hearing to consider renewing the district for a further 7 years. This hearing was previously meant to be January 2, however Code requires a letter to be sent to all property owners in the proposed district.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

Correct notice has been prepared to set the meeting for February 6, 2024.



## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

January 16, 2024

5:30 P.M.

- Resolution setting a public hearing on a petition requesting the re-establishment and continuance of the Downtown Ottumwa Self-Supported Municipal Improvement District ("SSMID")

### IMPORTANT INFORMATION

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

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

January 16, 2024

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

Doug McAntire, Keith Caviness, Cyan Bossou, Cara Galloway, Bill Hoffman Jr.

---

Absent: None

\* \* \* \* \*

Council Member Caviness then introduced the following proposed Resolution entitled "RESOLUTION SETTING A PUBLIC HEARING ON A PETITION REQUESTING THE RE-ESTABLISHMENT AND CONTINUANCE OF THE DOWNTOWN OTTUMWA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT ("SSMID")", and moved that the same be adopted.

Council Member McAntire seconded the motion to adopt. The roll was called and the vote was,

AYES: McAntire, Caviness, Bossou, Galloway, Hoffman

---

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 9-2024

RESOLUTION SETTING A PUBLIC HEARING ON A PETITION REQUESTING THE RE-ESTABLISHMENT AND CONTINUANCE OF THE DOWNTOWN OTTUMWA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT ("SSMID")

WHEREAS, a Petition for the re-establishment and continuance of the Self-Supported Municipal Improvement District ("Petition") in the City of Ottumwa (the "City") currently known as and to continue to be known as the "Downtown Ottumwa Self-Supported Municipal Improvement District" (the "District") has been filed with the City of Ottumwa, Iowa in accordance with the provisions of Chapter 386 of the Code of Iowa (the "Act"); and

WHEREAS, said Petition was found to be in proper form and in compliance with Iowa Code Chapter 386 and to bear the signatures of more than 25 percent of all owners of property within the District, which property owners together represent ownership of property with an assessed value of 25 percent or more of the assessed value of all the property in the proposed District; and

WHEREAS, pursuant to the Act, the Petition was referred to the Planning and Zoning Commission, which Commission has subsequently prepared and filed with the City Council an evaluative report on the merit and feasibility of the project proposed in the Petition in accordance with the provisions of the Act; and

WHEREAS, the Planning and Zoning Commission's report recommends the re-establishment and continuance of the District; and

WHEREAS, no subsequent petition has been filed with the City Clerk containing the signatures of at least 40 percent of all owners of property within the District or signatures which together represent ownership of property with an assessed value equal to 40 percent or more of the assessed value of all property within the District, objecting to the re-establishment and continuance of the District and seeking withdrawal of such re-establishment from Council consideration; and

WHEREAS, it is necessary to fix a time and place for a public hearing on the Petition for the re-establishment and renewal of the District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ottumwa, Iowa, as follows:

Section 1. The 20<sup>th</sup> day of February, 2024, at 5:30 P.M. at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, is hereby fixed as the time and place at which the City Council will meet for the purpose of holding a public hearing on the Petition for the re-establishment and continuance of the District.

Section 2. At that time and place, the City Council will hear all owners of property in the District or residents of the City desiring to express their views with respect to the re-establishment and continuance of the District.

Section 3. The City Clerk is hereby authorized and directed to publish notice of the public hearing in the Ottumwa Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of said public hearing, as provided in Iowa Code section 362.3.

Section 4. The City Clerk is further hereby authorized and directed to mail a copy of the notice of public hearing by certified mail to each owner of property within the District at the owner's address as shown by the records of the Wapello County Auditor, not less than fifteen (15) days prior to the date of the public hearing.

Section 5. That the notice of public hearing in each case shall meet the requirements of Iowa Code Section 386.3 and shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF A PETITION TO RE-ESTABLISH AND CONTINUE THE DOWNTOWN OTTUMWA SELF-SUPPORTING MUNICIPAL IMPROVEMENT DISTRICT

NOTICE IS HEREBY GIVEN that there is now on file for public inspection in the office of the City Clerk of the City of Ottumwa, Iowa, a Petition seeking to re-establish and continue a Self-Supported Municipal Improvement District pursuant to Chapter 386 of the Code of Iowa (the "Act"), to be known as the Downtown Ottumwa Self-Supported Municipal Improvement District" ( the "Proposed District").

The City Council will meet on the February 20, 2024, at 5:30 P.M. at the Bridge View Center, 102 Church St., Ottumwa, Iowa, for the purpose of holding a public hearing on the Petition proposing the re-establishment and continuance of the Proposed District. At that time and place, the City Council will hear all owners of property in the Proposed District or residents of the City desiring to express their views with respect to the re-establishment and continuance of the Proposed District.

The purposes for which the Proposed District is to be established shall be the undertaking of actions and the design and construction of any and all improvements authorized by the Act and the performance of administration, redevelopment and revitalization of the Proposed District, as authorized by the Act, any and all of which actions and improvements are intended to benefit the property within the Proposed District. General priorities set out in the Petition include enhanced maintenance and cleaning of public spaces in the Proposed District, development and management of activities in support of marketing, business retention and attraction, and capital, physical or other improvements designed to enhance the image and appearance of the Proposed District.

A consolidated description of the property within the Proposed District is as follows:

All property from the intersection of N. Marion Street and W. 4th Street, east to N. Market Street, south to E. 3rd Street, east to N. Jefferson Street, south to the river, west to the south of Marion Street, north to W. 4th Street, including one property at 302 W. Main Street west of Marion Street.

The complete list of property parcel numbers to be included within the Proposed District is included in the Petition, which is on file in the office of the City Clerk.

The Petition also provides for the re-establishment and continuance of a Self-Supported Municipal Improvement District Operation Fund and the levy of an annual tax with respect to such fund upon all the property, as defined in the Act, within the Proposed District, excluding property

assessed as residential property for property tax purposes, for a period of seven fiscal years, starting with the fiscal year that will begin on July 1, 2025.

The Petition divides the property in the Proposed District into three zones, and the maximum rates of tax that may be levied thereon in any year shall not exceed \$1.00 per \$1,000 of taxable value of Property in Zone 1; \$2.00 per \$1,000 of taxable value of property in Zone 2; and \$3.00 per \$1,000 of taxable value of property in Zone 3.

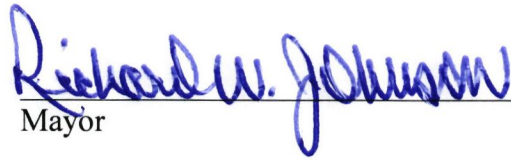
This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 362.3, Code of Iowa.

Dated this 16 day of January 2024.


Christina Reinhard  
City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

PASSED AND APPROVED this 16<sup>th</sup> day of January, 2024.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

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

WITNESS my hand and the seal of the Council hereto affixed this 16 day of January 2024.

*Christina Reinhard*  
\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa





CERTIFICATE OF MAILING OF NOTICES

I, the undersigned, City Clerk of the City of Ottumwa, Iowa, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, I caused there to be deposited and mailed by certified mail by the United States Post Office at Ottumwa, Iowa, properly stamped and addressed, a copy of the following-described notice, each in the form attached hereto, to each property owner within the Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID).

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE  
CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER  
OF A PETITION TO RE-ESTABLISH AND CONTINUE THE  
DOWNTOWN OTTUMWA SELF-SUPPORTING MUNICIPAL  
IMPROVEMENT DISTRICT

**Attached hereto is a list of the property owners to whom the above was mailed.**

WITNESS my hand and the seal of said City at Ottumwa, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, Ottumwa, Iowa

(SEAL)

(A single duplicate copy of the notice as mailed should be attached to this Certificate.)

Attachments: (1) Copy of form of notice sent to each property owner; and (2) List of property owners with mailing address.

CERTIFICATE OF PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ottumwa, in the County of Wapello, State of Iowa, and that as Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the Ottumwa Courier, a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the County, and that the Notice was published in all of the issues thereof published and circulated on the following date:

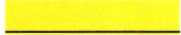
\_\_\_\_\_, 2024.

WITNESS my official signature at Ottumwa, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

**CITY OF OTTUMWA  
DOWNTOWN SSMID RENEWAL SCHEDULE**

	SSMID Adoption Step	Date
1.	Property owners within a proposed SSMID district submit a qualifying petition to establish or amend the SSMID district. Petitions must comply with Iowa Code s 3986.3(2) (reviewed by staff, placed on next agenda).	Prior to November 7, 2023
2.	City Council refers petition to Planning and Zoning Commission.	November 7, 2023
3.	The Planning and Zoning Commission reviews the petition and prepares “an evaluative report for the council on the merit and feasibility of the project.” Planning and Zoning Commission makes a recommendation to City Council.	
4.	Upon/after receipt of P&Z’s report, the City Council sets a public hearing date.	January 16, 2024
5.	The City publishes notice of the public hearing, 4-20 days prior to the public hearing.	Between January 31– February 15, 2024
6.	The City must also mail a copy of the notice by certified mail to each owner of property in the proposed district at least 15 days prior to the public hearing (to the owner’s address shown by the county auditor’s records).	Between January 17– February 5, 2024
7.	The Council holds the public hearing.	February 20, 2024
8.	After the public hearing, the Council <b>must wait at least 30 days</b> before it can adopt an ordinance establishing the district, which ordinance must be adopted by $\frac{3}{4}$ of all the Council members (unless a remonstrance has been filed by 25% of property owners, then a unanimous vote).	April 2, 2024  (assuming waiver of second and third readings)
9.	The adopted ordinance must be published to be made effective	Week of April 8, 2024
10.	The adopted ordinance must be filed with the County Recorder.	After Publication
11.	For a period of 30 days after the effective date of the ordinance (publication date), any resident or property owner may appeal the SSMID decisions to district court.	30 days after date of publication

received  
1-11-24 1045A

Item No. B.-7.

revised  
1-11-24

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Jan 16, 2024

Park & Recreation  
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: Resolution #10-2024- Resolution Fixing Date for a Public Hearing for the Plans, Specifications, and Form of Contract for the Ottumwa Park Playground Equipment Project.

\*\*\*\*\*

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

RECOMMENDATION: Pass and Adopt Resolution #10-2024.

DISCUSSION: The Ottumwa Parks Foundation has received a grant from the Ottumwa Regional Legacy Foundation Bright Ideas program for \$30,000 for new playground equipment for Ottumwa Park. A public hearing is required for the plans, specifications, and form of contract for this project. The playground equipment will be installed by parks employees and volunteers during the Summer/Fall of 2024.

Source of Funds: Parks Foundation/Legacy Grant

Budgeted Item:

Budget Amendment Needed: No

RESOLUTION # 10-2024

A RESOLUTION TO SET THE DATE FOR THE PUBLIC HEARING FOR THE PLANS, SPECIFICATIONS,  
AND FORM OF CONTRACT FOR NEW PLAYGROUND EQUIPMENT FOR OTTUMWA PARK

WHEREAS, The Ottumwa Parks Foundation has obtained a \$30,000 Bright Ideas grant from the Ottumwa Regional Legacy Foundation for new playground equipment in Ottumwa Park; and

WHEREAS, It is necessary to hold a public hearing for the plans, specification, and form of contract for the project; and

WHEREAS, The City of Ottumwa desires to provide high quality and safe recreational facilities for the citizens of Ottumwa.

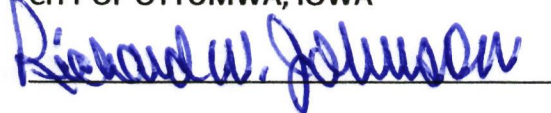
WHEREAS, The new playground equipment will replace old, worn out playground equipment in Ottumwa Park.

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

That a public hearing for the plans, specifications, and form of contract will be held at the meeting of the Ottumwa City Council on February 6, 2024.

APPROVED, PASSED, AND ADOPTED, this 16<sup>th</sup> day of January, 2024.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christine Reinhard, City Clerk



## **INVITATION TO BID**

The City of Ottumwa is currently accepting sealed bids for new playground equipment for Ottumwa Park. We are looking for the best value and the most playground equipment for the amount budgeted.

1. Please provide 2 bids, 1 traditional play equipment and 1 newer style such as Nexus, Xscape, or Activo.
2. The City of Ottumwa Parks Department employees and volunteers will install the equipment and provide the fall surfacing. Your bid is for the playground equipment only.
3. Maximum use zone of 35 feet x 35 feet.
4. The play unit should be ages 5-12 appropriate.
5. The play unit should have 5 inch diameter uprights.
6. The play unit should have at least 1 overhead climber, 1 climbing wall, 1 angled climber, and 2 slides, including 1 curly slide.
7. Other options and designs to be included by the manufacturer-please be creative.
8. Colors to be determined by the City of Ottumwa after the play unit is selected.
9. Play unit should be ISO 9001, ISO 14001, ISO 2004 and IPEMA certified.
10. No swings, tube slides, canopies, roofs, shade structures, or clatterbridges.
11. All bids should be exactly \$27,000
12. In your bid proposals, please include 2 playground equipment options, with pictures and written specifications. Your proposals should include 1 copy 8.5 x 11 size, and 1 copy poster board size. Neighborhood residents, park users, and the Ottumwa Park Board will vote on the proposals.

Please submit your sealed bids by 2 pm March 6, 2024, to:

Chris Reinhard, City Clerk

City Hall

210 West Main Street

Ottumwa, Iowa 52501

**\*THE CITY OF OTTUMWA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

CITY OF OTTUMWA, IOWA

PROPOSAL FOR PLAYGROUND EQUIPMENT FOR OTTUMWA PARK

TO WHOM IT MAY CONCERN:

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

---

TOTAL CASH PRICE FOR PROJECT

---

MODEL BEING BID AND LENGTH OF TIME BID IS VALID

---

WARRANTY, (Specify)

---

DELIVERY TIME REQUIRED

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

Local Preference: Ordinance 2937-2004 gives a 3% preference to vendors located within the corporate City limits on bids accepted by the City.

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Printed Name

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# CONTRACT

This contract made and entered into in triplicate at Ottumwa, IA this \_\_\_\_ day of \_\_\_\_\_ by and between **CITY OF OTTUMWA, IA** hereinafter called the "OWNER" and \_\_\_\_\_ hereinafter called the "CONTRACTOR".

WITNESSETH:

The Contractor hereby agrees to furnish all materials, delivery, and equipment necessary to fulfill the contract consisting of: New Playground Equipment for Ottumwa Park

In the following location to wit: Ottumwa, Iowa

It is understood and agreed:

The "Owner" shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages for no-performance of this contract.

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

Owner is exempt from Iowa State Sales Tax and the Local Option Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. The Owner shall issue a tax exemption certificate to the Contractor authorizing purchase of the materials for this work without payment of sales and local option tax.

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

Upon delivery of the playground equipment, the Owner agrees to pay to the Contractor therefore, the prices as set out, said payment to be made upon presentation of an invoice for aforesaid equipment.

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



Bid form, Request for Bids, Work Required, and Specifications. Documents and your detailed proposal automatically become a part of the contract and to the same effect as if each of them has been set forth in complete detail herein.

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

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

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

**CITY OF OTTUMWA**

\_\_\_\_\_  
**Richard W. Johnson, Mayor**

ATTEST:

\_\_\_\_\_  
**Chris Reinhard, City Clerk**

\_\_\_\_\_  
**Contractor**

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

# OTTUMWA

CITY OF BRIDGES...RIVER OF OPPORTUNITY

## PUBLIC NOTICE

The City of Ottumwa will accept sealed bids until 4:00 p.m., July 10, 2009 for the purchase of Playground Equipment for Foster Park.

Bids must be addressed to: **City Clerk, City of Ottumwa, City Hall, 105 E. Third Street, Ottumwa, IA 52501-2905** and plainly marked "Playground Equipment – Foster Park".

Specifications and proposal forms are available in the City Clerk's office.

# OTTUMWA

CITY OF BRIDGES

## INVITATION TO BIDDERS

The City of Ottumwa, Iowa will accept sealed bids until **July 10, 2009 at 4 p.m.**  
for the purchase of **Playground Equipment**

Bids must be addressed to: **City Clerk, City of Ottumwa, City Hall, 105 E. Third St., Ottumwa, IA 52501-2905** and plainly marked: **"BID"**.

Specifications and proposal forms are enclosed.

If you have any questions on the bid procedure or need additional information, please call Mark Sims, Purchasing Agent at 515-683-0603.

If you have any questions on the bid specifications, please call

**received**  
1.11.24 12p.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Jan 16, 2024

**Philip Rath**

Prepared By

**Administration**

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 12-2024 - Resolution Fixing Date for a Meeting on the Proposal to Reallocate Certain Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022A, of Ottumwa, Iowa, and Providing for Publication of Notice Thereof

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 12-2024

DISCUSSION: General Obligation Capital Loan Notes, Series 2022A included an authorization of an expense of up to \$250,000 toward the acquisition of software and related equipment for City Hall, including local grant matches; equipping the city airport, including vehicles; and funding for the acquisition of, or grants for housing. With the temporary relocation of city hall, a building need (air conditioning) was identified at the depot. Staff is requesting consideration of reallocation of the previous funds toward building improvements to the depot, including the installation of heating and air conditioning system. Before this can be considered, a public hearing on the matter is required.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF OTTUMWA, IOWA**

- Resolution fixing date for a meeting on the proposal to reallocate certain unspent proceeds of the General Obligation Capital Loan Notes, Series 2022A and providing for publication of notice thereof.

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

January 16, 2024

The City Council of the City of Ottumwa, State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Johnson in the chair, and the following named Council Members:

Doug McAntire, Keith Caviness, Cyan Bossou, Cara Galloway,  
Bill Hoffman Jr.

---

Absent: None

Vacant: None

\* \* \* \* \*

Council Member Caviness introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSAL TO REALLOCATE CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, OF OTTUMWA, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member McAntire seconded the motion to adopt. The roll was called and the vote was,

AYES: McAntire, Caviness, Bossou, Galloway, Hoffman

\_\_\_\_\_  
NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

Resolution No. 12-2024

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSAL TO REALLOCATE CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, OF OTTUMWA, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City Council of the City of Ottumwa, Iowa has previously issued its General Obligation Capital Loan Notes, Series 2022A (the "Series 2022A Bonds") in the principal amount of \$5,000,000, to pay the costs of various projects, including the acquisition of software and related equipment for City Hall, including local grant matches; equipping the city airport, including vehicles; and funding for the acquisition of, or grants for housing; and

WHEREAS, certain proceeds of the Series 2022A Bonds remain unspent, and City staff has recommended that not to exceed \$250,000 of unspent proceeds of the Series 2022A Bonds originally related to the projects described above (hereinafter referred to as the "Unspent Proceeds") be applied for the purpose of paying costs of the acquisition, construction, improvement and equipping of city-owned buildings and facilities (the "Project"); and

WHEREAS, there being no procedure specified under Iowa law for consideration or approval of such a reallocation, it is hereby determined, pursuant to Section 364.6 of the Code of Iowa, that the procedure set forth in Section 384.25 should apply and that a hearing be held upon the proposal to reallocate the Unspent Proceeds to provide funds for paying costs of the Project.

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

Section 1. That this Council meet at Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 P.M., on the 6<sup>th</sup> day of February 2024, for the purpose of taking action on the matter of the proposed reallocation of not to exceed \$250,000 of unspent proceeds of Series 2022A Bonds to provide funds to pay costs of the acquisition, construction, improvement and equipping of city owned buildings and facilities.

Section 2. That the City Clerk is hereby directed to cause one publication to be made of notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four nor more than twenty clear days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:



(To Be Published Between: January 17, 2024 and February 1,  
2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF OTTUMWA, IOWA, ON THE MATTER OF THE  
PROPOSED REALLOCATION OF CERTAIN UNSPENT  
PROCEEDS OF THE GENERAL OBLIGATION CAPITAL  
LOAN NOTES, SERIES 2022A, OF THE CITY OF OTTUMWA,  
IOWA, AND THE PUBLIC HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa, Iowa, will hold a public hearing on the 6<sup>th</sup> day of February, 2024, at 5:30 P.M., at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take additional action for the reallocation of not to exceed \$250,000 of unspent proceeds of the General Obligation Capital Loan Notes, Series 2022A of the City of Ottumwa, Iowa, in order to provide funds to pay costs of the acquisition, construction, improvement and equipping of city owned buildings and facilities.

Any person interested may appear at the public hearing, either orally or in writing, and be heard as to the reallocation of said proceeds of the Series 2022A Bonds for the above purposes.

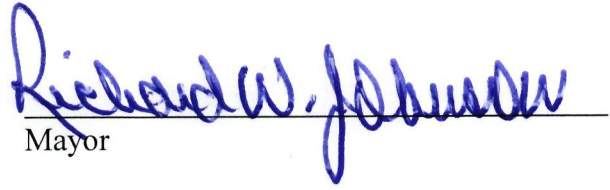
This Notice is given by order of the Council of Ottumwa, Iowa, as provided by Sections 364.6 and 384.25 of the Code of Iowa, 2023, as amended.

Dated this 16 day of January 2024.

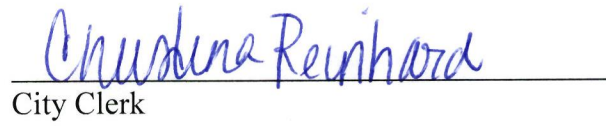
Christina Reinhard  
City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

PASSED AND APPROVED this 16<sup>th</sup> day of January, 2024.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

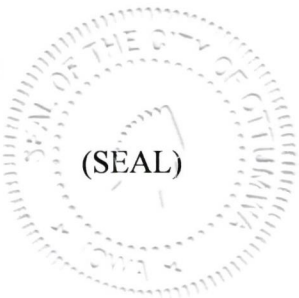
CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

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

WITNESS my hand and the seal of the Council hereto affixed this 16 day of January, 2024.

Christina Reinhard  
City Clerk, City of Ottumwa, State of Iowa



CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ottumwa, in the County of Wapello, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING  
(Reallocation of General Obligation Capital Loan Notes, Series 2022A)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the " \_\_\_\_\_ ", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2024.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

received  
1.11.24 9Am

Item No. B.-9.

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of : Jan 16, 2024

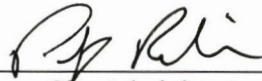
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 17 - 2024 - Resolution Directing Alliant Energy to Revise the Lighting System on Existing Dedicated Structure #60397

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 17 - 2024

DISCUSSION:

City staff received notice of a requested lighting change at 1049 W 2nd St. The light was removed when the Amoco was razed and has not been replaced. Alliant is requesting a resolution to confirm this adjustment to the lighting system, which will remove it from our billing.

Source of Funds: Road Use (Reduction)

Budgeted Item:

Budget Amendment Needed: No



STREET LIGHTING RESOLUTION

The following Resolution 17-2024 was adopted by the City Council of the City of Ottumwa, Iowa at a meeting held on January 16, 20 24.

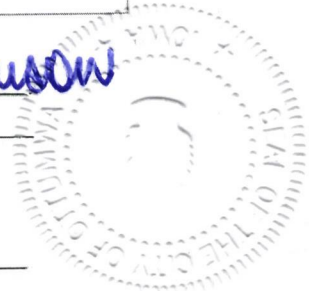
Be it resolved by the City Council of the City of Ottumwa, Iowa, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. _____	<u>1</u>	<u>108w</u>	<u>LED Roadview</u>	<u>Existing Ded Pole</u>	<input checked="" type="checkbox"/> OH <input type="checkbox"/> UG
2. _____	_____	_____	_____	_____	<input type="checkbox"/> OH <input type="checkbox"/> UG
3. _____	_____	_____	_____	_____	<input type="checkbox"/> OH <input type="checkbox"/> UG

LOCATION OF NEW INSTALLATION OR CHANGES
1. <u>structure #60397 (1049 W 2nd St)</u>
2. _____
3. _____

City Official Richard W. Johnson, Mayor Richard W. Johnson  
declared said Resolution duly passed and adopted the 16th  
day of January, 20 24.

Attest Christina Reinhard Christina Reinhard  
Title City Clerk



# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Jan 16, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 18 - 2024 - Resolution Directing Alliant Energy to Revise the Lighting System on Existing Dedicated Structure Located at the Cross Section of Oak Meadow and Osage Drive

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 18 - 2024

DISCUSSION:

City staff received notice of a requested lighting change at Oak Meadow and Osage Drive. The light was removed when the light pole was hit and not replaced. The pole was owned by the City and was indecisive on reinstalling a light at the time. Alliant is requesting a resolution to confirm this adjustment (removal) to the lighting system, which will remove it from our billing.

Source of Funds: Road Use (Reduction)

Budgeted Item:

Budget Amendment Needed: No



STREET LIGHTING RESOLUTION

The following Resolution 18-2024 was adopted by the City Council of the City of Ottumwa, Iowa at a meeting held on January 16, 20 24.

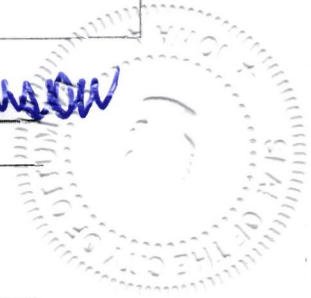
Be it resolved by the City Council of the City of Ottumwa, Iowa, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. _____	<u>1</u>	<u>80w</u>	<u>LED Roadview</u>	<u>Cust-owned</u>	<input type="checkbox"/> OH <input checked="" type="checkbox"/> UG
2. _____	_____	_____	_____	_____	<input type="checkbox"/> OH <input type="checkbox"/> UG
3. _____	_____	_____	_____	_____	<input type="checkbox"/> OH <input type="checkbox"/> UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1.	<u>Light removed due to customer owned pole being hit and wires being exposed - city to let us know how to proceed in replacing the pole they own-WRP#4287796 - Oak Meadow Drive &amp; Cissage Dr</u>
2.	_____
3.	_____

City Official Richard W. Johnson, Mayor *Richard W. Johnson*  
declared said Resolution duly passed and adopted the 16th  
day of January, 20 24.

Attest Christina Reinhard *Christina Reinhard*  
Title City Clerk





**received**  
1.11.24 12pm

Item No. H.-1.

02175931

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

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

Council Meeting of : Jan 16, 2024

Park & Recreation  
Department

Gene Rathje  
Prepared By  
Gene Rathje  
Department Head

*Gene Rathje*  
City Administrator Approval

AGENDA TITLE: **Termination of Lease agreement for the Boy Scout building in Ottumwa Park**

\*\*\*\*\*

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

RECOMMENDATION: **Approve the Termination of the Lease Agreement for the Boy Scout Building in Ottumwa Park**

DISCUSSION: The Board of Trustees of the Chief Wapello Trail (Boy Scouts) have decided that they want to terminate the lease agreement for the Boy Scout Building in Ottumwa Park effective February 1, 2024. A copy of the email from Mike Marshall is attached, as well as the lease agreement. The Boy Scout building will be used as the command center for RAGBRAI and also rented as a picnic shelter. The Boy Scout building is in excellent condition. The termination of the lease agreement with the Chief Wapello Trail (Boy Scouts) was approved by the Ottumwa Parks Advisory Board at their meeting on January 11, 2024.

**Source of Funds:**

**Budgeted Item:**  **Budget Amendment Needed:**

## Gene Rathje

---

**From:** no-reply@cityofottumwa.com  
**Sent:** Monday, December 11, 2023 10:48 AM  
**To:** Gene Rathje  
**Subject:** Email from the Ottumwa.us Website



### **Email from the Ottumwa.us Website**

**Name:** Mike Marshall  
**Email:** linmike22@gmail.com

**Comments:**

As a result of the decrease in scouts and scouting activities the Board of Trustees of the Chief Wapello Trail have agreed to relinquish the lease on the building located in the Ottumwa Park effective February 1, 2024. This would also mean any fees accumulated prior are to be forfeited by the City. It is the desire of the Trustees that scout troops would be able to use the building and ground following the proper procedures posted by City Parks Department. Mike Marshall, President/VP President Chief Wapello Trail 641-680-8864 Mike Marshall, President/VP President Chief Wapello Trail 641-680-8864

**LEASE BETWEEN  
THE CITY OF OTTUMWA, IOWA  
AND  
CHIEF WAPELLO TRAIL COMMITTEE**

This Lease made and entered into this 1st day of July, 2016, by and between the City of Ottumwa, Iowa, a Municipal Corporation, hereinafter referred to as Lessor, and the Chief Wapello Trail Committee, hereinafter referred to as Lessee,

WITNESSETH:

ONE. Leased Premises. Subject to the terms and conditions herein, the Lessor hereby leases to the Lessee, the real estate described in Exhibit "A" attached hereto and made a part hereof by this reference. Currently, the Lessor owns the real estate, although the building was originally constructed by the Boy Scout Organization.

TWO. Lease Period. This lease shall be effective as of the 1st day of July, 2016, and shall continue for a period of twenty-five (25) years thereafter, ending June 30, 2041, subject to all the terms and conditions hereof including paragraph Five.

THREE. Rent. Lessee shall pay as rent for use of the above described real estate, the sum of \$10.00 per year, payable the 1st day of July of each year of the term of this lease until the expiration of this lease or any renewal or extension thereof with the first payment being due on the date of the execution of this lease. In addition, Lessee shall pay the sum of \$200 per year for utility usage which is due and payable the 1<sup>st</sup> day of May of each year of the term of this lease. Lessor shall have the right to review and modify the utility usage fee with a 30 day notice prior to the 1<sup>st</sup> day of July of each year of the term of this lease. Lessor shall waive the utility fee for the first year of this Lease, and may waive the fee for the second year of the Lease if the renovation of the Boy Scout building and grounds continues during the second year of this Lease.

FOUR. Option to Renew Lease. The Lessor hereby gives and grants unto the Lessee the right, privilege, and option to renew this lease at the expiration of the term thereof as herein provided, for an additional twenty-five (25) year term upon the same conditions, covenants and agreements as herein set forth and at the same rate of rent as herein stipulated, by giving to the Lessor at least sixty (60) days written notice prior to the expiration of this lease of such intention to renew. Such written notice of election shall be deemed valid and operative if mailed by regular mail to the address given by the Lessor for the payment of rent as provided in Paragraph Three hereof.

FIVE. Termination of Lease. This lease may be terminated at any time during the original term of said lease as set out in Paragraph Two above or any renewal period as set out in Paragraph Four by Lessor should Lessee, its members, agents, employees or assigns (including any persons or organizations who rent the said facilities from lessees on a day by day or week by week basis for shows, rodeos, etc) violate the term of this Lease or any laws of the State of Iowa or resolutions, rules or ordinances of the City of Ottumwa, Iowa. Furthermore, this Lease may be terminated at any time by Lessors should Lessors deem that said premises are needed and required for municipal purposes including the sale of said premises by the Lessor.

SIX. Use of Lease Premises. The Lessee shall have the right to use the leased premises for the purpose of operating and maintaining a structure for boy scout activities and associated activities. Said premises shall not be used for any unlawful purposes nor in any manner in violation of any Municipal, State and/or Federal law or regulation applicable thereto. The Lessee shall have the right to lease said building to other organizations. Lessee would need to ensure there was proper insurance coverage for the entity leasing the building. A long-term lease would require written approval by the City. However, the City reserves the right to utilize the building if needed for City activities with a 30-day notice to Lessee.

SEVEN. Rights of Lessee. The Lessee may erect or expand the current structure upon said leased premises, as may be expedient, necessary or appropriate for the conduct of its boy scout activities. Any improvements on said premises must be approved by the Ottumwa Parks Board and the Ottumwa City Council and meet all building code requirements as set out in the Ottumwa Code of Ordinances. The Lessee shall have the right, subject to the provisions of this lease to remove from the leased premises, all of such building, fixtures and equipment of whatever nature, brought on said premises by the Lessee provided that the same shall be removed at the date of the expiration of this lease or any renewal thereof, or any termination thereof, and the leased premises shall be restored to its original condition, or in a condition satisfactory to Lessor.

All such property shall remain the property of the Lessees subject to the terms and provisions hereof during the term of this lease or any extension thereof, and the Lessee agrees that it will not permit any liens of any nature to attach to said described real estate for any materials furnished or labor performed in connection with the expansion of any buildings, structures, or facilities or in connection with any maintenance or subsequent improvements which may be placed upon said described real estate. Any buildings or facilities erected on said premises by Lessees shall conform with all rules, regulations, ordinances and laws of the State of Iowa and the City of Ottumwa applicable thereto. Lessee is responsible for any utility hookup, maintenance and bills, if any.

EIGHT. Right of Entry for Inspection. The Lessor herein or its duly authorized representatives, shall have the right and privilege to enter upon said described leased premises at all reasonable times for the purpose of inspecting the same or for any proper purpose.

NINE. City Liability. The Lessee agrees to make no claim against the Lessor for any damages, loss or injury to its property resulting from high waters of the Des Moines River or the flooding of the area covered by this lease. It is understood and agreed that Lessor shall not be responsible for any damage or loss of business which may be caused by the said high waters.

TEN. Maintenance of Leased Premises. Lessee shall at all times maintain said premises so that the appearance and condition of said premises are kept up in a reasonable state of good repair and appearance. The premises directly surrounding the Lessee's building shall be kept clean and free of debris and trash.

ELEVEN. Insurance. The Lessee agrees, at its expense, to maintain insurance for liability, bodily injury and property damage satisfactory to the city in the amount of \$300,000.00 for each person bodily injury and \$1,000,000.00 per occurrence of or aggregate limit, or \$1,000,000.00 combined single limit. The City must be included as an additional insured on the certificate of insurance, and said certificate is to be placed on file with the City Clerk of the City of Ottumwa, Iowa. Said policy or certificate shall provide that said policy shall not be cancelled without thirty (30) days prior written notice to the City. The Chief Wapello Trail Committee agrees to indemnify and hold harmless the City of Ottumwa, its agents, employees, or any other person against loss or expense, including attorney fees, by reason of the liability imposed by law upon the City of Ottumwa for damage because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any negligence of the City, its employees or agents or any other person. It is further understood and agreed that the Chief Wapello Trail Committee shall, at the option of the City defend the City of Ottumwa with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suite arising hereunder.

In witness whereof, the parties hereto have hereunto subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF OTTUMWA, IOWA


\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

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Amanda Valent, City Clerk

CHIEF WAPELLO TRAIL COMMITTEE –  
Lessee

  
By George M. Marshall  
President

9:26 AM  
11/04/21  
Cash Basis

City of Ottumwa  
**Parks Ball Field Lease Receipts**  
November 4, 2021

<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Name</u>	<u>Paid Amount</u>
<b>Other Charges</b>				
<b>001-1220 (CLERK'S COUNTER)</b>				
<b>001-430 (PARKS DEPT A/R)</b>				
<b>001-000-4310 P (Ball Field Leases)</b>				
11/04/2021	90065	2021 & 2022 - Rent & Leases - Bldg. behnd TeePee	Boy Scout Organization	<u>20.00</u>
Total 001-000-4310 P (Ball Field Leases)				<u>20.00</u>
<b>001-430-4557 (Electrical Usage)</b>				
11/04/2021	90065	2021 & 2022 - Bldg. Behind TeePee - Electrical Usua...	Boy Scout Organization	<u>30.00</u>
Total 001-430-4557 (Electrical Usage)				<u>30.00</u>
Total 001-430 (PARKS DEPT A/R)				<u>50.00</u>
Total 001-1220 (CLERK'S COUNTER)				<u>50.00</u>
Total Other Charges				<u>50.00</u>
<b>TOTAL</b>				<u><u>50.00</u></u>

9:43 AM  
12/01/17  
Cash Basis

City of Ottumwa  
Parks / Beach Receipts  
December 1, 2017

Date	Num	Memo	Name	Paid Amount
<b>Other Charges</b>				
001-1220 (CLERK'S COUNTER)				
001-430 (PARKS DEPT A/R)				
001-000-4310 (Rent & Leases)				
12/01/2017	73070	2017 due 7/1/17 - Rent & Leases - Boy Scout...	Boy Scout Orgination	10.00
Total 001-000-4310 (Rent & Leases)				10.00
Total 001-430 (PARKS DEPT A/R)				10.00
Total 001-1220 (CLERK'S COUNTER)				10.00
Total Other Charges				10.00
<b>TOTAL</b>				<b>10.00</b>



## Sales Receipt

Date	Sale No.
12/1/2017	73070

Sold To
Boy Scout Organization Chief Wapello Trail Committee

City of Ottumwa  
105 E Third St  
Ottumwa, IA 52501

Check No.	Payment Method	Project
	Cash	

Item	Description	Amount
001-000-4310	2017 due 7/1/17 - Rent & Leases - Boy Scout Bldg. behind TeePee	10.00
<b>Total</b>		<b>\$10.00</b>



# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Jan 16, 2024

Finance  
Department

Philip Rath  
Prepared By  
Jessica Kinser  
Department Head

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

AGENDA TITLE: Authorizing City Staff to Solicit Request for Proposals Regarding the Purchase and Installation of an Updated Financial Software Program

\*\*\*\*\*

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

RECOMMENDATION: Approve the Finance Director to proceed with issuing RFP's related to updated financial software program for the City of Ottumwa

DISCUSSION: The current financial software is outdated, inefficient, and limited in its capabilities. The city had looked into updating software in the past, but has yet to make a change. Last year staff had discussions with a couple different vendors. Based upon these meetings, there is a range of options and costs to a new system. Staff has prepared a Request For Proposal (RFP) to solicit companies to provide an updated platform. Upon authorization by the City Council, RFPs will be released to solicit costs, qualifications, and options for an updated financial software package to tie into the city's other programs such as UKG.

Source of Funds: Future Financing

Budgeted Item:  Budget Amendment Needed:

## **I. OVERVIEW**

The City of Ottumwa is requesting proposals for an integrated municipal finance software system including conversion and implementation services, training, and on-going technical support for the system. The financial software system should include all or part of the following comprehensive, fully integrated systems:

- General Ledger
- Accounts Payable
- Accounts Receivable
- Purchasing
- Cash Receipting
- Fund Accounting
- Fixed Assets
- Financial Reporting
- Project Accounting
- Budget Preparation

The City of Ottumwa requires a vendor that is committed to serving the information management needs of Iowa cities. This vendor shall provide application software, as well as annual service and support that ensure that the software remains up-to-date both technically and functionally. ALL FINANCIAL APPLICATIONS SHALL BE GENUINELY FUND-ACCOUNTING BASED, SHALL SUPPORT GOVERNMENTAL ACCOUNTING, AND SHALL BE FULLY COMPLIANT WITH APPROPRIATE GOVERNMENTAL ACCOUNTING STANDARDS. The accounting system of the City shall be in accordance with generally accepted accounting principles (GAAP).

This will be a competitive negotiation process. The City reserves the right to reject all proposals and issue another Request for Proposal (RFP). This RFP does not commit the City of Ottumwa to reimburse vendors for proposal submission costs. Price is an important consideration in this process, but not the only consideration. Other factors include track record of successes at other municipalities or utilities, identification and understanding of the City's requirements as embodied in the following list of questions, and experience and qualifications of key personnel.

## **II. BACKGROUND**

The City of Ottumwa is a full service city with a population of 25,529 (2020 Census). Services provided include the following: police and fire protection, street maintenance and improvement, parks & recreation, public library, cemetery, general aviation facility, and general administrative and financial services. The City also has a number of proprietary/business functions including the sanitary sewer system and treatment plan, the Bridgeview Event Center, and a golf course. The City also provides financial services and accounting for the Wapello County Solid Waste Commission.

The City currently utilizes PACE provided by Avenu Insights for a majority of its accounting functions and financial reporting. This system has been in place since for a number of years, and is no longer meeting the accounting and financial reporting needs of the City. The City

utilizes Quickbooks for cash receipting and as a subsidiary revenue ledger, with revenue batches being hand-entered into the general ledger in PACE. The City does not wish to continue the use of Quickbooks with new financial software. The City also implemented timekeeping and payroll software from UKG in 2022, with the payroll data being hand-entered into the general ledger in PACE. The City will continue with UKG for timekeeping and payroll purposes, but will require the ability to upload a report into a new financial software from UKG. The City also uses IWorq for all permitting and will continue to utilize this system, but will require the ability to upload a report into a new financial software from IWorq.

The City currently utilizes an IBM Power 8 server to host PACE. The City does have space available on other servers to host new financial software. The City currently utilizes a cluster of x64 Hyper-V hosts. The City is also open to cloud-hosted financial software options.

The City of Ottumwa currently maintains a limited number of users under the current software, with no end users falling outside of the Finance Department. With new software, the City anticipates having multiple end users in each department, with a current estimate of approximately 25 end users.

The City of Ottumwa is planning to bond for this project in the current fiscal year (ending June 30, 2024) for the purchase of new financial software. The timeline for implementing new software is of the utmost importance and will be a significant evaluation factor.

### **III. RFP PROCESS**

The City of Ottumwa will accept proposals from qualified municipal software vendors no later than 2:00 PM, CST, on Friday, February 23, 2024. Proposals must be submitted in a sealed envelope and directed to the following:

City of Ottumwa  
Attn: Financial Software Proposal  
210 West Main Street  
Ottumwa, Iowa 52501

Submit (1) original with signatures, two (2) copies, and (1) electronic version of the RFP response to the address above. Proposals may be hand-delivered to the above address by the date and time specified. It is the responsibility of the vendor to deliver the proposal in accordance with these instructions contained above and/or elsewhere in the RFP. Proposals dispatched, but not received by the Client by proposal closing time, will be returned, after receipt, unopened to the vendor.

Please note that the address above is for the Ottumwa Amtrak Depot. City Hall is currently under construction, and City Hall offices have relocated to this location/address during construction. No responses will be accepted at 105 3<sup>rd</sup> Street East. It is incumbent upon the vendor to ensure the response arrives at the location specified above.

#### **3.1 Timeline**

The following timeline is proposed for the Financial Software Request for Proposal. All changes to this timeline will be released via an Addendum to the RFP.

Task Description	Completion Date
Release of Request for Proposal	January 17, 2024
Email of Interest from Vendors	January 31, 2024
Vendors to submit Questions NLT 2:00 PM, CDT	February 7, 2024
City's Response to Vendors	February 13, 2024
Vendors to submit Proposals by 2:00 PM, CDT	February 23, 2024
Review of Proposals	Week of Feb. 26 <sup>th</sup>
Virtual Interviews/Presentations	Week of Mar. 4 <sup>th</sup>
Council Recommendation/Action	March 19, 2024

All questions regarding the RFP should be sent to the Jessica Kinser, Interim Finance Director, at [kinserj@ottumwa.us](mailto:kinserj@ottumwa.us) per section 3.1 above. Unless authorized by the City Administrator or Finance Director, no other City official, employee or consultant is empowered to speak for the City with respect to this acquisition. Vendors are advised that information, clarification, or interpretations from other city officials, employees or consultants should be used at a Vendor's own risk, and that the City shall not be bound by any such representations. No individual meetings or phone calls will be scheduled with vendors prior to the due date of the RFP.

**3.2 Email of Interest**

Vendors who wish to submit responses are requested to submit an email indicating their interest to the Interim Finance Director no later than the date listed in section 3.1. The purpose of the email is to ensure Vendors receive all RFP addenda, answers to questions posed by Vendors and other related information. The City will consider this email as intent to propose only, without further obligation to the Vendor.

The email must designate the officer, employee, or agent who will officially represent the Vendor for all communications and through the entire process of this acquisition. The following information should be provided for this individual:

- Name Title
- Company Name
- Mailing Address
- Telephone Number
- E-Mail Address

The email should be send to Jessica Kinser at [kinserj@ottumwa.us](mailto:kinserj@ottumwa.us). A confirmation email will confirm receipt of the email.

**IV. Proposal Format**

To help support the evaluation process, Proposals shall adhere to the following format. IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE SUFFICIENT INFORMATION

ABOUT THEIR SOFTWARE PRODUCTS TO PROVIDE A BASIS FOR TECHNICAL EVALUATION AND COMPARISON WITH SOFTWARE FROM OTHER VENDORS.

- A. Title Page - The title page shall include the company name, address, and telephone number to call for information regarding the Proposal.
- B. Cost Summary Proposal Sheet - The first section shall provide itemized costs summarized on the Cost Summary Proposal Sheet provided with this RFP. This sheet shall be completed and included as the next page following the Title Page. All anticipated costs to the City shall be identified and itemized.
- C. Executive Summary – This overview of the proposal should include any points the vendor wishes to highlight, as well as any relevant conditions or restrictions.
- D. Company Profile including References - Please provide a profile of the company, including the number of employees and locations. A list of appropriate local government clients shall be provided. At least five references shall be provided. These shall provide the names, telephone numbers, and titles of contacts where the vendor's software is currently in use. Preference will be given for Iowa cities.
- E. Vendor Qualifications - The fourth section of the response shall provide responses to the vendor qualification questions included in Vendor Questionnaire at the end of this proposal.
- F. Proposed Implementation Timeline- The vendor should lay out a timeline for implementing the financial software based off of the City Council contract approval date of no later than March 31, 2024. This timeline should include milestones and deadlines for City staff to provide information as part of a successful implementation.
- G. Overview HARDWARE/NETWORK CONFIGURATION - The configuration of the network is critical to the successful operation and long-term viability of the application software. The hardware, network, and application software must all work well together to form a total system. Consequently, the software vendor will work with the local network administrator to ensure that the network is configured properly for use with their software.
- H. Additional Information - Subsequent sections may be used to present any additional information pertinent to the proposal process.

**V. Evaluation of Proposals**

Responses will be reviewed and scored by an Evaluation Committee comprised of staff members from City Administration, and will ultimately submit their recommendation for selection to the Ottumwa City Council for approval.

A KEY COMPONENT OF THE EVALUATION PROCESS WILL BE A LIVE DEMONSTRATION OF THE SOFTWARE PRODUCTS OF INTEREST USING ACTUAL DATA. IT IS THE RESPONSIBILITY OF THE VENDOR TO DEMONSTRATE REQUIRED KEY FEATURES OF EACH SOFTWARE PRODUCT. Oral presentations, written questions for further clarifications, and/or site visits to similar installations may be required of some or all vendors.

The proposals will be evaluated and the contract shall be awarded to the vendor based primarily on the following criteria:

- A. The degree of responsiveness to the RFP and evidence of an overall understanding of financial management objectives of the City in regard to this proposal;
- B. Demonstrated competence and experience of the vendor in previous installations of similar scope;
- C. Proposed pricing;
- D. Proposed implementation timeline;
- E. The relative competitive standing, feature capabilities and performance capabilities of the system proposed;
- F. System architecture and overall engineering technology;
- G. Overall maintenance reputation and integrity of the vendor with an existing installed customer base;
- H. Relative and subsequent maintenance and add-on costs as well as serviceability of the system proposed;
- I. Dependability in terms of product quality control and factory support.

## **CITY OF OTTUMWA TERMS AND CONDITIONS**

### **A. *Entire Agreement:***

The Purchase Order/Vendor Contract, including all attachments referenced herein, will constitute the entire agreement between the City and the Contractor. The City's RFP, all addenda to the RFP, and the Contractor's response to the RFP are explicitly included in this Purchase Order/Vendor Contract/Agreement. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Purchase Order/Vendor Contract amendment; the Purchase Order/Vendor Contract; the most recently issued addendum to the City's RFP; the City's RFP; and the Contractor's response to the RFP.

### **B. *Term***

The term of this Purchase Order/Vendor Contract shall commence on the date the City's Buyer signs the same and shall expire sixty (60) days after the date of the "Last Item Due Date" stated on the Purchase Order/Vendor Contract form signature page

### **C. *Freight***

Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.

### **D. *Title***

Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.

### **E. *Overages/Underage***

Shipments shall correspond with the Purchase Order/Vendor Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

**F. Schedule**

Unless the City's Buyer requests a change in schedule, the Contractor shall deliver the items or render the services by the "Last Item Due Date" stated on the Purchase Order/Vendor Contract form signature page. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Purchase Order/Vendor Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.

**G. Payment**

Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.

**H. Price Warranty**

The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that prices shown on this Purchase Order/Vendor Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

**I. Warranties**

The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

**J. Date Warranty**

Vendor warrants that all Software provided under this Contract: (i) does not have life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Vendor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Vendor shall send, at Vendor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Vendor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.



**K. Compliance with Regulations**

The proposer agrees to abide by all laws, rules and regulations promulgated by the United States of America, the State of Iowa, or any agencies or subdivisions thereof, specifically including IAOSHA and OSHA regulations in effect at the time of proposal opening.

**L. Default**

If one party to the agreement is deemed to be at fault and if a lawsuit is required to enforce any terms of the agreement, then the prevailing party should be awarded reasonable attorney fees and court costs.

**M. Proprietary and Confidential Information**

The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions (see Iowa Code 22.7). City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials.

**N. Indemnification**

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Purchase Order/Vendor Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.

**O. Insurance**

The City of Ottumwa will not limit the firm's liability for damages, sustained by the City or by third Parties, for which the City was not at fault.

The vendor shall carry, for the duration of this Agreement, a commercial liability policy with a \$1,000,000.00 limit per occurrence and a commercial auto liability with a \$100,000/\$300,000 limit per occurrence. All policies shall be issued by insurance companies licensed to do business in the State of Iowa.

Work under this contract shall not commence until evidence of all required insurance is provided to the City. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the contractor and returned to the City of Ottumwa. The insurance policy or policies will not be cancelled, materially changed or altered without forty-five (45) days prior notice submitted to the City Clerk.

**P. Compliance with Law**

**General Requirement:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Iowa; the Charter, Municipal Code, and ordinances of The City of Ottumwa; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

**Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Purchase Order/Vendor Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

**Taxes:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Purchase Order/Vendor Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Purchase Order/Vendor Contract.

**Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Purchase Order/Vendor Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Purchase Order/Vendor Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Purchase Order/Vendor Contract.

**Q. *Adjustments:***

The City's Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

**R. *Amendments***

Except for adjustments authorized above, modifications or amendments to the Purchase Order/Vendor Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Buyer shall be the City's authorized agent.

**S. *Assignment***

Neither party shall assign any right or interest, nor may delegate any obligation owed, without the written consent of the other, except Contractor, assign the proceeds of this Purchase Order/Vendor Contract for the benefit of creditors upon 21 days advance written notice to the City of Ottumwa, 210 West Main Street, Ottumwa, Iowa 52501.

**T. *Binding Effect***

The provisions, covenants and conditions in this Purchase Order/Vendor Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

**U. *Waiver***

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

**V. *Applicable Law***

This Purchase Order/Vendor Contract shall be construed under the laws of the State of Iowa. The venue for any action relating to this Purchase Order/Vendor Contract shall be in the District Court for Wapello County, State of Iowa.

**W. Remedies Cumulative**

Remedies under this Purchase Order/Vendor Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

**X. Severability**

Any invalidity, in whole or in part, of any provision of this Purchase Order/Vendor Contract shall not affect the validity of any other of its provisions.

**Y. Gratuities**

The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Purchase Order/Vendor Contract upon one (1) calendar days' notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

**Z. Termination**

**For Cause:** Either party may terminate this Purchase Order/Vendor Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

**For Reasons Beyond Reasonable Control of a Party:** Either party may terminate this Purchase Order/Vendor Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

**For Public Convenience:** The City may terminate this Purchase Order/Vendor Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.

**Notice:** Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

## COST SUMMARY PROPOSAL SHEET

### Software Purchase with Annual Service

We hereby submit the following proposal for services required to implement software for the City of Ottumwa. Proposals/Bids will be opened at the time and date listed in Section 3.1.

Vendor Name: \_\_\_\_\_

	PURCHASE PRICE	ANNUAL SERVICE	DATA CONVERSION	INSTALLATION & TRAINING	TOTAL PRICE
FINANCIAL SYSTEM					\$ _____
BUDGET PREPARATION					\$ _____
ACCOUNTS PAYABLE/PURCHASING					\$ _____
CASH RECEIPTING					\$ _____
ACCOUNTS RECEIVABLE					\$ _____
FIXED ASSETS					\$ _____
■ TRAVEL COSTS					\$ _____
■ ANY OTHER COSTS NOT LISTED (SPECIFY IN ADDITIONAL ATTACHMENT)					\$ _____
				<b>TOTAL:</b>	\$ _____

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

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

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Email Address**

# VENDOR QUESTIONNAIRE

The following requirements have been identified by the City of Ottumwa for inclusion in the desired system. The responses should be in the following format:

- Circle "Y" if the item is included as part of the standard package.
- Circle "N" if the item is not available.
- Circle "M" if the system requires modification to meet this specification. (Please identify the estimated cost of any required modification.)

## General Information

	<b>Single Input:</b> Information should be entered into the system one time. Duplicate entry of data should be eliminated. This should provide greater efficiency, timely information, and eliminate errors introduced through data re-entry.	Y	N	M
1	<b>Client/server:</b> Solution proposed must be a client/server application.	Y	N	M
2	<b>Ease of Use:</b> The system must be easy to use and learn. A Windows environment is required. Please specify which version(s) of Windows on which your system will run: _____	Y	N	M
3	<b>Real Time Information:</b> The system must be real time, not batch.	Y	N	M
	<input type="checkbox"/> <b>Budget:</b> Transactions that will affect financial balances should be reflected immediately in the appropriate ledgers.	Y	N	M
	<input type="checkbox"/> <b>Forecast:</b> Users should be able to forecast required resources based on current, actual data.			
4	<b>Remote Access:</b> The system must provide access to remote departments for budget and other financial information.	Y	N	M
5	<b>Schedule:</b> Install system in a timely manner and according to a mutually agreeable schedule.	Y	N	M
6	<b>Convenient Communications:</b> The system should facilitate the exchange of information by supporting electronic messaging and mail functions.	Y	N	M
7	<b>Ad Hoc Reporting:</b> The system should provide reporting tools for generating custom reports from system information.	Y	N	M
8	<b>System Documentation:</b> Do you provide system documentation manuals for each subsystem?	Y	N	M
9	<b>User Group Meetings:</b> Do you currently sponsor regular (i.e., quarterly/annually) user group meetings for each module?	Y	N	M
<hr/>				
10	<b>User Documentation:</b> Do you provide user documentation manuals for each subsystem?	Y	N	M
11	<b>Training and Support:</b> Do you provide detailed on-site training,			

- documentation, and support? Y   N   M
- Is ongoing training and support available? Y   N   M
- State hours of live support availability: \_\_\_\_\_
- 12 Training:** Specify how many staff-days of training you anticipate providing as part of your proposal:
- System Overview \_\_\_\_\_ Days
  - Financials \_\_\_\_\_ Days
  - Annual Reporting \_\_\_\_\_ Days
  - Budget Preparation \_\_\_\_\_ Days
  - Accounts Payable/Purchasing \_\_\_\_\_ Days
  - Cash Receipting \_\_\_\_\_ Days
  - Accounts Receivable \_\_\_\_\_ Days
  - Fixed Assets \_\_\_\_\_ Days
- 13 Functional fit:** If you are chosen as a finalist, are you willing to provide a functional fit in order to confirm your proposal responses in order to allow the City to more fully evaluate your product? Y   N   M
- 14 References:** Please provide a list of municipalities or public utilities that use your system, along with names and phone numbers of responsible individuals who can be contacted. Y   N   M
- 17 Report writer:** Please describe how your report writer works and identify if it is provided by another entity.
- 18 Vendor profile:** Please provide a vendor profile that indicates
- Number of staff
  - Years established
  - Key personnel
- 19 Product Testing.** Describe how you conduct product testing and explain how it will ensure the system is ready for production.
- 20 Security:** The system should be capable of enforcing uniform policies and procedures throughout the City of Ottumwa. Security should cover
- 21 UKG Interfacing.** Describe the ability of the system to interface with UKG for importing payroll and benefits information, including the file type requirements.
- 22 IWorq Interfacing.** Describe the ability of the system to interface with IWorq for importing permitting and payment of permitting fees, including the file type requirements.
- 23 Utility Billing.** The City of Ottumwa does not perform the majority of utility billing but would like information on whether the vendor provides utility billing as a module in the financial software proposed.

**System Environment**

- |   |   |   |   |
|---|---|---|---|
| 1. Does the system include basic password protection for standard access?             | Y | N | M |
| 2. For the password can you specify:  |   |   |   |
| <input type="checkbox"/> That it must include numbers.                                | Y | N | M |
| <input type="checkbox"/> That it cannot be the same as a prior password.              | Y | N | M |
| 3. Can application access be restricted by password?                                  | Y | N | M |
| 4. Does the system use a GUI interface?   | Y | N | M |
| 5. Is file recovery automatic after a system failure?                                 | Y | N | M |
| 6. State-of-the-art database, such as Progress, Oracle, or MS SQL?<br>Please specify: | Y | N | M |
| 7. Does the database support real-time processes?                                     | Y | N | M |
| 8. Does the system run on an NT network/Windows workstations or<br>Novell?            | Y | N | M |

**Financial System:**

1	System is real time system not batch processing?	Y	N	M
2	Menus have drill-down capabilities for detail?	Y	N	M
3	ALL screens in a GUI format?	Y	N	M
4	System has complete on-line help function?	Y	N	M
5	Report writer for ad-hoc reporting?	Y	N	M
6	Handle an unlimited number of accounts?	Y	N	M
7	Does the system provide an adequate audit trail for each transaction?	Y	N	M
8	Interface capability to other software products?	Y	N	M
9	Interface to bank reconciliation?	Y	N	M
10	Does the system provide for centralized account management?	Y	N	M
11	Are users restricted from access of applications not within their authority?	Y	N	M
12	Can information be exported to other systems such as Excel?	Y	N	M
13	Can reports be generated for each individual fund?	Y	N	M
14	Is the system able to provide multiple payment centers?	Y	N	M
15	Is security provided by user?	Y	N	M
16	Allow at least 13 periods per year to provide open periods?	Y	N	M
17	Allow unlimited number of years of detail information?	Y	N	M
18	Does the system provide for real time maintenance of account:			
	<input type="checkbox"/> Status?	Y	N	M
	<input type="checkbox"/> Balance?	Y	N	M
19	Which of the following reports are available:			
	<input type="checkbox"/> Detail of transactions by account/object code?	Y	N	M
	<input type="checkbox"/> Revenue and expense detail by account?	Y	N	M
	<input type="checkbox"/> Revenue and expense summary?	Y	N	M
	<input type="checkbox"/> Ability to sort by data by fund, department, object, etc?	Y	N	M
20	Is selectivity for accounting information available:			
	<input type="checkbox"/> By account?	Y	N	M
	<input type="checkbox"/> By period?	Y	N	M
	<input type="checkbox"/> By date range?	Y	N	M
	<input type="checkbox"/> By amount?	Y	N	M
21	Can reports be rerun for periods other than the current period?	Y	N	M
22	Does the system support Cash Basis accounting method as required by the State Auditor of Iowa?	Y	N	M
23	Can entries be reversed and deleted automatically?	Y	N	M
24	Are entries tracked as to:			
	<input type="checkbox"/> Transaction date and time?	Y	N	M
	<input type="checkbox"/> Posting date and time?	Y	N	M
	<input type="checkbox"/> By user performing entry?	Y	N	M
25	Allow unlimited number of journal entries?	Y	N	M
26	Does the system have an approval process for account maintenance?	Y	N	M
27	On-line screen inquiry including unlimited history?	Y	N	M
28	Can the previous year be "locked" after year-end closure occurs so inadvertent changes cannot be made?	Y	N	M
29	Does the system provide year-end annual reporting for non-GAAP Reporting?	Y	N	M



- |    |  |       |   |   |
|----|--|-------|---|---|
| 30 | Does the system provide the Financial Annual Report Schedule printed directly from the System that is consistent with Iowa requirements? | Y     | N | M |
| 31 | Will the System allow for expanded numbers and/or change in structure if required?   | Y     | N | M |
| 32 | Allow on-line notes to accounts?<br>How many? _____  | Y     | N | M |
| 33 | How many user-defined Chart of Account components?   | _____ |   |   |
| 34 | How many characters available in the chart of accounts?  | _____ |   |   |
| 35 | Will the system allow accounting periods other than the City's fiscal year?  | Y     | N | M |
| 36 | How many funds can your system manage?   | _____ |   |   |
- Financial Module Cost: \$ \_\_\_\_\_  
Annual Maintenance: \$ \_\_\_\_\_

**Accounts Payable/Purchasing**

- |    |  |   |   |   |
|----|--|---|---|---|
| 1  | System is real time system not batch processing?   | Y | N | M |
| 2  | Menus have drill-down capabilities for detail?   | Y | N | M |
| 3  | ALL screens in a GUI format?   | Y | N | M |
| 4  | System has complete on-line help function?   | Y | N | M |
| 5  | Report writer for ad-hoc reporting?  | Y | N | M |
| 6  | Handle an unlimited number of accounts?  | Y | N | M |
| 7  | Can the system support online paperless requisition and purchase orders, including online approvals? | Y | N | M |
| 8  | Does the system provide for vendor maintenance:  |   |   |   |
|    | <input type="checkbox"/> By vendor name?   | Y | N | M |
|    | <input type="checkbox"/> By vendor number?   | Y | N | M |
| 9  | Does the system support temporary vendors?   | Y | N | M |
| 10 | Does the system track whether vendors require 1099's?  | Y | N | M |
| 11 | Will the system track vendor product/service codes?  | Y | N | M |
| 12 | Can you cancel invoices in the system?   | Y | N | M |
| 13 | Can you cancel checks in the system?   | Y | N | M |
| 14 | Does the system allow unlimited number of vendors?   | Y | N | M |
| 15 | Does the system allow unlimited years of history?  | Y | N | M |
| 16 | Will the system allow you to work in both current and future periods?                                | Y | N | M |
| 17 | Does the system interface with other systems such as:  |   |   |   |
|    | <input type="checkbox"/> Financials?   | Y | N | M |
|    | <input type="checkbox"/> Budgets & Encumbrances?   | Y | N | M |
|    | <input type="checkbox"/> Cash Receipting/Refunds?  | Y | N | M |
|    | <input type="checkbox"/> Purchasing?   | Y | N | M |
|    | <input type="checkbox"/> Fixed Assets?   | Y | N | M |
|    | <input type="checkbox"/> Permitting?   | Y | N | M |
| 18 | Does the system support both check and voucher printing?   | Y | N | M |
| 19 | Do transactions directly affect General Ledger accounts in:  |   |   |   |
|    | <input type="checkbox"/> Income?   | Y | N | M |
|    | <input type="checkbox"/> Expenses?   | Y | N | M |

	<input type="checkbox"/> Budget?	Y	N	M
20	Does the system support recurring entries (biweekly, monthly)?	Y	N	M
21	Does the system provide a check reconciliation system?	Y	N	M
22	Are duplicate payments prevented?	Y	N	M
23	Can the system print and/or E-File 1099's at year-end for vendors requiring them?	Y	N	M
24	Can the system generate a flexible payment approval list for City Council approval?	Y	N	M
25	Does the system provide user-defined payment terms?			
26	Access vendor history by vendor:			
	<input type="checkbox"/> Vendor Name?	Y	N	M
	<input type="checkbox"/> Invoice Number?	Y	N	M
	<input type="checkbox"/> Invoice Date?	Y	N	M
	<input type="checkbox"/> Check date?	Y	N	M
	<input type="checkbox"/> Amount?	Y	N	M
27	Does the vendor screen information include contract limits?	Y	N	M
28	Does the system allow for both treasurer's checks, and warrants?	Y	N	M
29	Does the system provide the use of clearing funds for accounts payable and payroll to disburse cash?	Y	N	M
30	Does the system accommodate wire transfers of funds?	Y	N	M
31	Does the system verify budget status prior to accepting a transaction?	Y	N	M

Accounts Payable/Purchasing Module Cost: \$ \_\_\_\_\_  
Annual Maintenance: \$ \_\_\_\_\_

**Cash Receipting**

1	System is real time system not batch processing?	Y	N	M
2	Menus have drill-down capabilities for detail?	Y	N	M
3	ALL screens in a GUI format?	Y	N	M
4	System has complete on-line help function?	Y	N	M
5	Report writer for ad hoc reporting?	Y	N	M
6	Handle an unlimited number of accounts or transaction codes?	Y	N	M
7	Does the system provide centralized collections?	Y	N	M
8	Will the system distribute appropriate information to:			
	<input type="checkbox"/> Financials?	Y	N	M
9	Can the system track all entered payments including voided receipts?	Y	N	M
10	Does the system provide integration to an electronic cash drawer system?	Y	N	M
11	Can the system allow collection of all methods of payment at one location?	Y	N	M
12	Does the system provide cash-out procedure for balancing each operator?	Y	N	M

- |    |  |   |   |   |
|----|--|---|---|---|
| 13 | Does the system provide the ability to define payment mode and provide daily deposits, cash & check composition? | Y | N | M |
| 14 | Can the system print a cash receipt on demand?   | Y | N | M |
| 15 | Can you view transactions in the cash receipts inquiry?  |   |   |   |
|    | <input type="checkbox"/> Pending transactions?   | Y | N | M |
|    | <input type="checkbox"/> Historical transactions?  | Y | N | M |
| 16 | Does the system provide on-line payment information?   | Y | N | M |
| 17 | Does the system allow one or more transactions per receipt?  | Y | N | M |
| 18 | Will the system allow for credit card payments?  | Y | N | M |
| 19 | Will the system interface with 3rd party software for:   |   |   |   |
|    | <input type="checkbox"/> Permitting  | Y | N | M |

Cash Receiving Module Cost: \$ \_\_\_\_\_

Annual Maintenance: \$ \_\_\_\_\_

**Fixed Asset Accounting**

- |    |  |   |   |   |
|----|--|---|---|---|
| 1  | System is real time system not batch processing?   | Y | N | M |
| 2  | Menus have drill-down capabilities for detail?   | Y | N | M |
| 3  | System has complete on-line help function?   | Y | N | M |
| 4  | Does the system use a GUI interface?   | Y | N | M |
| 5  | Report writer for ad-hoc reporting?  | Y | N | M |
| 6  | Integrated with Accounts Payable system to facilitate additions to the fixed assets inventory? | Y | N | M |
| 7  | Allows user to assign fixed assets to one or more funds, users, and/or locations?              | Y | N | M |
| 8  | Allows the user to define classes of fixed assets?   | Y | N | M |
| 9  | Acquisition method is tracked?   | Y | N | M |
| 10 | Capability of bar coding assets for physical inventory?  | Y | N | M |
| 11 | Can the system generate depreciation postings and post automatically to the general ledger?    | Y | N | M |

Fixed Asset Module Cost: \$ \_\_\_\_\_

Annual Maintenance Cost: \$ \_\_\_\_\_

**Data Conversion**

Are data conversion services available from our existing Financial System?      Y    N    M

Conversion Cost: \$ \_\_\_\_\_

received  
1-10-24 3pm

Item No. I.-1.

received

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: January 16, 2024

Finance  
\_\_\_\_\_  
Department

Jessica Kinser  
\_\_\_\_\_  
Prepared By  
  
Jessica Kinser  
\_\_\_\_\_  
Department Head

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

AGENDA TITLE: Resolution No. 11-2024, APPROVING THE TRANSFER OF FUNDS THROUGH DECEMBER 31, 2023

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 11-2024.

DISCUSSION: The City plans for transfers between funds to occur throughout the fiscal year. For fiscal year 2024, these transfers will be scheduled for quarterly, semi-annual, or annual transfers, which are required to come before the City Council for approval. This resolution is to approve the quarterly transfers of benefits, any FY23 transfers that did not occur and others for operational support.

The detail of all FY24 transfers in and out on the following page include a number of transfers that were not approved as part of the FY24 budget. Only \$12.15 million in transfers in/out was submitted on the FY24 budget, so that is the amount we should not exceed before doing a budget amendment for FY24. With the amount on the attached resolution, the City will have approved the following totals:

- 9/30/23 Transfers:           \$2,765,974.46
- 12/31/23 Transfers:       \$4,521,111.70
  
- TOTAL:                         \$7,287,086.16

Fund	Transfer In Account	Amount	Fund	Transfer Out Account	Reason
GF	001-000-4830	\$ 450,000.00	LOST	121-9-910-6910	10% property tax relief transfer
GF	001-000-4831	\$ 180,723.00	Emergency	119-9-910-6910	General fund support
GF	001-000-4832	\$ 4,490,866.00	Benefits	112-9-910-6910	Support cost of benefits
GF	001-000-4835	\$ 1,600,000.00	Franchise	005-9-910-6910	Support of Public Safety
GF	001-000-4830	\$ 150,000.00	ARPA	003-9-910-6910	Medium Density Development Prototy
RUTF	110-000-4830	\$ 649,049.00	LOST	121-9-910-6910	Support of streets
RiskMgmt	129-000-4832	\$ 46,758.00	Benefits	112-9-910-6910	Support cost of benefits
RiskMgmt	129-660-4833	\$ 150,000.00	Benefits	change to 130	Support of 411 Medical
Airport	131-280-4832	\$ 141,850.00	Benefits	112-9-910-6910	Support cost of benefits
Airport	131-280-4832	\$ 89,000.00	Equipment	310-9-910-6910	Return funds for capital purchase
Library	133-000-4830	\$ 230,000.00	GF	001-9-910-6910	Operational support
Library	133-410-4832	\$ 235,076.00	Benefits	112-9-910-6910	Support cost of benefits
Library	133-410-4834	\$ 14,203.00	RiskMgmt	129-9-910-6910	Support insurance costs
Cemetery	135-000-4830	\$ 200.00	CemMem	501-9-910-6910	Interest
Cemetery	135-000-4830	\$ 4,000.00	CemPerp	503-9-910-6910	Interest
Cemetery	135-000-4830	\$ 180,000.00	GF	001-9-910-6910	Operational support
Cemetery	135-450-4832	\$ 129,684.00	Benefits	112-9-910-6910	Support benefit costs
Cemetery	135-450-4834	\$ 6,139.00	RiskMgmt	129-9-910-6910	Support insurance costs
OtherBon	151-432-4830	\$ 2,123,740.00	ARPA	003-9-910-6910	City Hall HVAC and Improvements
OtherBon	151-000-4830	\$ 200,000.00	DevProj	174-9-910-6910	Correct bond funds in wrong fund
ListPres	177-000-4830	\$ 20,000.00	DevProj	174-9-910-6910	Move bond funds to expenses
DBeq	175-116-4830	\$ 6,705.41	GF	001-9-910-6910	Support DARE FY23 - Not Budgeted
DBeq	175-116-4830	\$ -	GF	001-9-910-6910	Support DARE FY24 - Not Budgeted
Debt	200-000-4830	\$ 1,873,458.00	LOST	121-9-910-6910	Debt service payment
Debt	200-000-4830	\$ 477,886.00	TIF 125	125-9-910-6910	Debt service payment
Debt	200-000-4830	\$ 212,300.00	TIF 126	126-9-910-6910	Debt service payment
Debt	200-000-4830	\$ 137,792.00	TIF 128	128-9-910-6910	Debt service payment
Debt	200-000-4830	\$ 242,235.00	Sewer	610-9-910-6910	Debt Service - Lagoon 2020
Debt	200-000-4830	\$ 285,258.00	Sewer	610-9-910-6910	Debt Service- Sewer 2020
Debt	200-000-4830	\$ 353,822.00	Sewer	610-9-910-6910	Debt Service- Phase 8 2020
Debt	200-000-4830	\$ 159,850.00	Landfill	670-9-910-6910	Debt Service
StreetCap	301-000-4830	\$ 1,500,000.00	RUTF	110-9-910-6910	Street construction
ParkCap	309-730-4830	\$ 300,671.00	ARPA	003-9-910-6910	Shower House project
SewerCap	315-000-4830	\$ 1,000,000.00	LOST	121-9-910-6910	90% streets/sewers support
Sewer	610-000-4830	\$ 527,493.00	LOST	121-9-910-6910	Debt Service payments
SewerImp	613-816-4830	\$ 500,000.00	Sewer	610-9-910-6910	90% streets/sewers support
LandfillRe	671-840-4830	\$ 50,000.00	Landfill	670-9-910-6910	Reserve set aside
Recycling	673-843-4830	\$ 450,000.00	Landfill	670-9-910-6910	Operational support
AVC	720-465-4830	\$ 161,029.00	GF	001-9-910-6910	Operational support
AVC	720-465-4830	\$ 88,883.00	GF	001-9-910-6910	Civic Center tax
	Total In/Out	\$ 19,418,670.41			

Source of Funds: See resolution worksheet

Budgeted Item:  Budget Amendment Needed:

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

RESOLUTION NO. 11-2024

A RESOLUTION APPROVING TRANSFER OF FUNDS AS OF DECEMBER 31, 2023

WHEREAS, the City of Ottumwa budgets for transfers to occur between funds as part of the annual budget; and,

WHEREAS, City Council approval is required for the transfer of funds; and

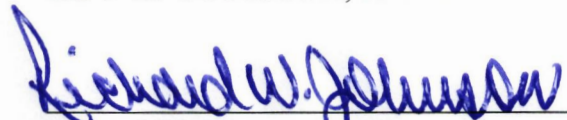
WHEREAS, the Director of Finance has requested the approval of transfers as of December 31, 2023 per the attached listing;

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

The budget transfers, as reflected in the attached report, are hereby authorized and approved.


APPROVED, PASSED, AND ADOPTED, this 16<sup>th</sup> day of January 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

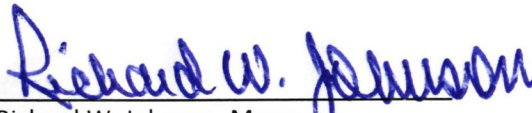


  
Christina Reinhard, City Clerk

Transfer In Account	Amount	Fund	Transfer Out Account	12/31/23 Transfer	Reason
001-000-4830	\$ 450,000.00	LOST	121-9-910-6910	225,000.00	10% property tax relief transfer
001-000-4832	\$ 4,490,866.00	Benefits	112-9-910-6910	1,446,807.82	Support cost of benefits
001-000-4835	\$ 1,600,000.00	Franchise	005-9-910-6910	300,000.00	Support of Public Safety
001-000-4830	\$ 150,000.00	ARPA	003-9-910-6910	30,120.00	Med Density Dev Prototype through 12/31
129-000-4832	\$ 46,758.00	Benefits	112-9-910-6910	3,067.13	Support cost of benefits
130-660-4833	\$ 150,000.00	Benefits	112-9-910-6910	47,960.93	Support of 411 Medical
131-280-4832	\$ 141,850.00	Benefits	112-9-910-6910	53,696.66	Support cost of benefits
131-280-4832	\$ 89,000.00	Equipmen	310-9-910-6910	89,000.00	Return funds for capital purchase
133-000-4830	\$ 230,000.00	GF	001-9-910-6910	115,000.00	Operational support
133-410-4832	\$ 235,076.00	Benefits	112-9-910-6910	88,499.38	Support cost of benefits
135-000-4830	\$ 180,000.00	GF	001-9-910-6910	90,000.00	Operational support
135-450-4832	\$ 129,684.00	Benefits	112-9-910-6910	27,224.91	Support benefit costs
151-432-4830	\$ 2,123,740.00	ARPA	003-9-910-6910	81,884.15	City Hall HVAC and Improvements
151-000-4830	\$ 200,000.00	DevProj	174-9-910-6910	200,000.00	Move Demo bond funds to correct fund
177-000-4830	\$ 20,000.00	DevProj	174-9-910-6910	20,000.00	Move bond funds
301-000-4830	\$ 1,500,000.00	RUTF	110-9-910-6910	750,000.00	Street construction
315-000-4830	\$ 1,000,000.00	LOST	121-9-910-6910	500,000.00	90% streets/sewers support
613-816-4830	\$ 500,000.00	Sewer	610-9-910-6910	250,000.00	90% streets/sewers support
673-843-4830	\$ 450,000.00	Landfill	670-9-910-6910	112,500.00	Operational support
720-465-4830	\$ 161,029.00	GF	001-9-910-6910	80,514.50	Operational support
720-465-4830	\$ 88,883.00	GF	001-9-910-6910	9,836.22	Civic Center tax (October, November)

Total to Transfer \$ 4,521,111.70

Resolution No. 11-2024

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

received  
1.11.24 12:30 pm

Item No. I.-2.

received

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: January 16, 2024

Finance  
\_\_\_\_\_  
Department

Jessica Kinser  
\_\_\_\_\_  
Prepared By

Jessica Kinser  
\_\_\_\_\_  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 13-2024, ADOPTING A FIXED ASSET POLICY

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 13-2024.

DISCUSSION: In the process of preparing for the FY23 audit, it was noted that the only set standards or policy related to fixed assets was a note in prior audits defining the useful life span for capitalizing an asset. There is much more that goes into these decisions, and a formal policy related to fixed assets is necessary to formalize policy as well as procedure related to department reporting of fixed assets. The attached policy was mostly borrowed from Marshalltown and is recommended for approval.

Source of Funds: \_\_\_\_\_

Budgeted Item:  Budget Amendment Needed:

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



RESOLUTION NO. 13-2004

A RESOLUTION ADOPTING A FIXED ASSET POLICY

WHEREAS, the City of Ottumwa has traditionally defined fixed assets with a note in the Annual Comprehensive Financial Report note; and,

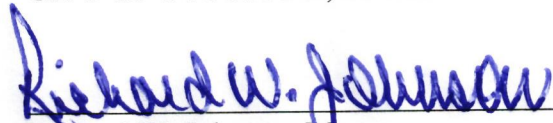
WHEREAS, the Interim Finance Director is recommending the City Council adopt a formal Fixed Asset Policy to ensure consistency and accuracy in accounting for the City's fixed assets;

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



The Fixed Asset Policy is hereby adopted.

APPROVED, PASSED, AND ADOPTED, this 16<sup>TH</sup> day of January, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

## Capital Assets & Depreciation Policy

Resolution 13-2024

Date of Version 1/16/2024

### **Overview**

The City of Ottumwa wishes to establish accounting control and accountability for the City's assets. The Finance Department is the central accounting locale for all audited fixed assets. Assets under this classification follow specific accounting rules and are subject to annual audit requirements. The accounting and reporting policies of the City conform to generally accepted accounting principles (GAAP) applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles, and will follow the GAAP hierarchy as noted in GASB 76. Any change to these principals and hierarchy will supersede all financial reporting requirements referenced with this policy

### **Capital Assets Definition**

Capital assets are real or personal property that have a value equal to or greater than the capitalization threshold for the particular classification of the asset and have an estimated life of greater than a single reporting period. They include: land, land improvements, buildings, building improvements, machinery and equipment, vehicles, infrastructure, leasehold improvements, works of art and historical treasures, intangible assets, and construction in progress (excluding projects from outside developers). A capital asset is to be reported and, with certain exceptions, depreciated in government-wide statements. In the government-wide statements, assets that are not capitalized are expended in the year of acquisition.

Infrastructure assets are long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. Examples include roads, bridges, tunnels, drainage systems, water systems, and dams. Infrastructure assets do not include buildings, drives, parking lots or any other examples given above that are incidental to property or access to the property.

### **Inventory Records**

Completeness and accuracy of inventory records should be ensured through physical counts, review of purchase records, prior inventory count records, listings maintained by other agencies, and other methods deemed necessary.

An inventory of all capital assets that meet or exceeds the City's threshold limits shall be maintained. Each inventory record should include: description, year of acquisition, method of acquisition (e.g., purchase, donation, etc.), funding source, cost or estimated cost, salvage value, and estimated useful life. The inventory record will also need to identify the function(s) that use the asset. The inventory of assets will be centrally maintained through the Finance Department.

### **Establishing and Setting the Threshold Levels for Recording Capital Assets**

GASB gives the following authoritative definition for state and local governments: The term capital assets includes land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.

Capital Assets & Depreciation Policy

Resolution 13-2024

Date of Version 1/16/2024

Estimated Useful Life - An asset must have an estimated useful life greater than one reporting period to be considered for capitalization and depreciation. Assets that are consumed, used-up, habitually lost or worn-out in one year or less should not be capitalized.

Estimated useful life means the estimated number of months or years that an asset will be able to be used for the purpose for which it was purchased. In determining useful life, the City should consider the asset's present condition, use of the asset, construction type, maintenance policy, and how long it is expected to meet service demands.

Asset Cost - The City does not need to capitalize every asset with a useful life greater than one year. To do so is an unnecessary burden and will not materially affect financial results. The table listed below will be used in determining the dollar thresholds to use for tracking the City's capital assets. The capitalize and depreciate column will be audited on an annual basis as part of the external auditors fieldwork.

**Capitalize and Depreciate Thresholds**

Land	\$1 - Capitalize only
Land Improvements	\$5,000
Building	\$5,000
Building Improvements	\$5,000
Machinery and Equipment	\$5,000
Works of art and historical treasures	\$5,000
Infrastructure – based on total project cost	\$50,000
Sanitary Sewers & Lift Stations	\$50,000
Construction in Progress	Capitalize only

Associated Debt - A final criteria the City must consider is associated debt. The City should carefully consider the merits of capitalizing assets purchased with debt proceeds. Doing so may minimize the potential of negative net assets being reported in the statement of net assets.

**Recording Land, Rights of Way and Easements:**

**Land:**

Land is to be capitalized but not depreciated. It is recorded at historical cost and remains at that cost until disposal. If there is a gain or loss on the sale of land, it is reported as a special item in the statement of activities. All land will be capitalized unless the City plans to immediately sell it instead of putting it to use.

The following items should be included as part of the cost of land: purchase price or fair market value at the time of the gift; commissions; professional fees (title searches, legal, appraisal, etc.), grading, removal, relocation, or reconstruction of property of others (railroad, telephone and power lines); interest on mortgages accrued at date of purchase; accrued and unpaid taxes at date of purchase; other costs incurred in acquiring the land. All land will be capitalized, regardless of cost, unless it is saleable land (land that the City has plans to sell instead of using).

**Rights of Way (ROW)**

ROW costs will be booked at the time of the project. If ROW costs are known at the time of the project, those values will be set up based upon actual costs. If the actual cost is not

available, a cost per square foot will be determined by using an assessor's valuation of bare agricultural land in the vicinity.

### **Easements**

An easement is an interest in land owned by another that entitles its holder to a specific limited use or enjoyment (right to use the land). The City has no ownership interest in the property associated with easements across private property, only a right to access the property for the stated use (i.e. water lines, sewer lines, etc). Therefore, easements are not reported in the financial statements.

### **Recording Land Improvements**

Land improvements consist of betterments, other than buildings, that ready land for its intended use. A few examples include retaining walls, parking lots, sidewalks, outdoor lighting, fencing/gates, and landscaping. Land improvements can be further categorized as non-exhaustible and exhaustible.

Non-Exhaustible - Expenditures for improvements that do not require maintenance or replacement, expenditures to bring land into condition to commence erection of structures, expenditures for improvements not identified with structures, and expenditures for land improvements that do not deteriorate with use or passage of time are additions to the cost of land and are generally not exhaustible and therefore not depreciable. The portion of the cost attributable to non-depreciable land improvements should be reported with other assets not being depreciated, such as land and construction in progress in the Annual Comprehensive Financial Report (ACFR).

Exhaustible - Other improvements that are part of a site, such as parking lots, landscaping and fencing, are usually exhaustible and are therefore depreciable. Depreciation of site improvements is necessary if the improvement is exhaustible. Other items include: fencing, gates, landscaping, outside sprinkler systems, athletic fields, golf courses, septic systems, stadiums, swimming pools, tennis courts, fountains, retaining walls, bleachers, soccer fields, recreational lighting, parking lots, sidewalks, bus ramps, etc.

### **Recording Buildings**

Buildings should be recorded at either their acquisition cost or construction cost. The cost of new construction should be carefully evaluated. Usually projects consist of major components such as land, land improvements, building construction (including professional fees and permits), furniture, fixtures and equipment. The various components should be broken out when setting up the initial building construction project. The components of the building itself (heating/air conditioning, carpet, windows etc.) should be included in the initial cost of the building.

### **Recording Building Improvements**

Building improvements that extend the useful life of the building by more than 25% should be capitalized. Examples of building improvements include major roofing projects that tear the original roof down to the joints or peak a flat roof, major energy conservation projects, or remodeling and replacing major building components. Normal maintenance and repair projects like re-shingling or re-tarring a roof will be expensed. The inventory will need to include a project description, the year completed, funding source and dollar amounts. Only those projects that meet the capitalization threshold need to be included.

**Recording Equipment and vehicles:**

Assets such as furniture, shop equipment, lawn equipment, computers, machinery, and other equipment that meet the threshold levels should be identified and inventoried. Some assets, individually, may fall below the capitalization threshold but may be purchased in large quantities by the governmental entity.

**Computer Equipment**

Computers will be excluded if they individually cost less than the threshold limit. If the dollar amount exceeds the limit, those assets will be capitalized and depreciated.

**Vehicles**

Vehicles should be identified, inventoried, and depreciated if they exceed the threshold limit. When setting up the initial costs of the vehicle, lettering will be added to the cost of the vehicle. In addition, for the police department; the cost of the sirens, light bars etc. will be included as part of the cost of getting the car into service. In the case of moving existing sirens etc, that cost will be included as part of the initial cost associated with new purchases.

**Leased Equipment**

Equipment should be capitalized if the lease agreement is non-cancelable **and** meets any one of the following criteria:

- \* The lease transfers ownership of the property to the lessee by the end of the lease term.
- \* The lease contains a bargain purchase option.
- \* The lease term is equal to 75 percent or more of the estimated economic life of the leased property.
- \* The present value of the minimum lease payments at the inception of the lease, excluding executory costs, equals at least 90 percent of the fair value of the leased property.

Leases that do not meet any of the above requirements should be recorded as an operating lease in the financial statements.

**Recording Works of Art and Historical Treasures**

Works of art, historical treasures, and similar assets should be recorded at historical costs if the dollar amount exceeds the capitalization threshold or fair value at date of donation (estimated if necessary) whether they are held as individual items or in a collections. Depreciation is not required for collections or works of art that are inexhaustible. Exhaustible collections or individual items whose useful lives are diminished by display or educational or research applications, should be depreciated over their estimated useful lives.

**Recording Intangible Assets**

An intangible asset is a non-physical asset that has a useful life of greater than a single reporting period. Some examples are trademarks and software developed for internal use. Depending on the type of intangible asset, recognize the asset at fair value or cost and amortize over its expected useful life

**Recording Infrastructure Assets -Determining Historical Cost or Estimated Historical Cost**

As most new infrastructure construction is associated with a project, with certain funds set aside based on the project, infrastructure items will be evaluated based on the total cost of the project. Any project with a total cost that meets the threshold for infrastructure should be capitalized, with the council date of acceptance as the acquisition date. If a project includes more than one type of infrastructure, each part of the project should be set up. In addition to the actual construction costs, engineering fees and other incidental expenses should be added into the project cost. If engineering costs cannot be determined for each segment, then the costs should be prorated to each segment based on the segment's percent of the overall project (excluding costs that will be allocated).

If ownership of infrastructure associated with land, such as roads, sewers etc is unclear, the government with primary responsibility for managing the asset should report the asset.

**Streets, roads and other components**

The City will include frontage roads and alleys as part of the street & roads network if they exceed the dollar threshold. Within this category, the original project will include costs associated with curb and gutter. Roads will be broken down by the following types: seal coat, gravel, concrete, asphaltic concrete and brick or stone. Sidewalks constructed on private property will be excluded from the total cost of the project.

**Bridges**

Bridges will be a network of its own and broken down into vehicular and pedestrian subsystems. The cost of the initial project will include the sidewalk and guardrails associated with the bridge. The bridges will be further broken down into the classifications listed in the class lives schedule.

**Sidewalks**

Sidewalks associated with property owned and maintained by the City will be classified as a land improvement and subject to the category threshold limits of that class. The City also owns and is responsible for the repair and maintenance of curb ramps which will also be classified as a land improvement and subject to the category threshold limits of that class.

**Street Signs**

The street department installs the street signs after the project is complete. The cost of the signs is not part of the construction costs. Based upon the above criteria, the City will not be capitalizing street signs.

**Street Lighting**

Streetlights included in any project that meets the capitalization threshold will be capitalized as a part of that project only if the City owns them and is responsible for the maintenance and repair.

**Traffic Lights**

Traffic lights will be evaluated by intersection and all intersections that meet the infrastructure threshold will be capitalized.

### **Storm Sewers**

Detention ponds and other collection systems will be kept separate. Storm sewer projects often involve assets under different departments, such as replacing the street over the sewer that is being worked on. A project that involves replacing a section of storm sewers also included replacing the street that must be torn up. The entire project meets the capitalization threshold, but the street portion does not. The street portion will still be set up as a separate asset. The exception to this would be if the street is not improved by this process or is made worse; in this case the entire cost of the project would be under the sewer asset.

### **Bike Paths/Trails**

The assets should be set up by project with the entire cost included in one asset. This will include benches, receptacles, engineering costs, etc., included in the initial project costs. They will not be set up separately with a parent number because this detail is not necessary in this case. Costs associated with the replacement of the benches, receptacles etc. will be expensed in the year acquired.

### **Other infrastructure**

- \* Obtain a description/inventory of the asset.
- \* The initial capitalization amount should be based on historical cost. If determining historical cost is not practical because of inadequate records, estimated historical cost may be used.

### **Recording Sanitary Sewers and Lift Stations**

Capital assets in this category will be further broken down into the following classifications: sanitary sewers and lift stations. If the sanitary sewer and/or lift station is part of a project, whether the City or a private developer finances it, that has a total cost of \$50,000 or more, it/they will be capitalized.

### **Recording Construction in Progress**

Construction in progress that is financed by the City should be capitalized and not depreciated. It should be reported with land and other non-depreciating assets at the government-wide level. Unspent debt proceeds from capital assets related debt should be reported in the net assets section of the statement of net assets as “restricted for capital projects.”

### **Capital Asset Donations**

GASB Statement No. 33, Accounting and Financial Reporting for Non-Exchange Transactions, defines a donation as a voluntary non-exchange transaction entered into willingly by two or more parties. Both parties may be governments or one party may be a nongovernmental entity, including an individual. Donated capital assets should be capitalized at the fair market or appraised value of the asset at the date it was donated.

### **Real estate**

All gifts of real estate must have council approval prior to title transferring. Contributed capital assets are valued at their appraised or estimated fair market value on the date donated.

**Developers**

Private developers will install infrastructure that will be given to the City. The acquisition date will be the date the council accepts the development. The developer must give the City the following contract item amounts to correctly capitalize each component of the development into the appropriate classification.

- Land or rights of way cost, including square footage
- Breakdown of the quantity and cost of the following components of the project:
  - Storm sewer
  - Lift stations
  - Sanitary sewer
  - Water mains
  - Street, curb and gutter
  - Traffic signals
  - Bike paths
  - Street lights
- Engineering costs

The Engineering Department will be responsible for obtaining this information from the developer.

**Obtaining an Asset's Cost or Acquisition Value**

Capital assets should be reported at historical cost and should include the cost of freight, site preparation, architect and engineering fees, etc. If something other than cash is used to pay for the asset, then the fair-market value of the non-cash payment or consideration determines the asset's cost or acquisition value. When the value of the consideration paid can't be determined, the asset's fair-market value determines its cost.

With few exceptions, an asset's cost should also include necessary costs incurred to place the asset in service. Costs include the invoice price plus incidental costs (insurance during transit, freight, capitalized interest as described earlier, duties, title search, registration fees, and installation costs).

**Capitalized Interest**

Per authoritative literature interest on general long-term debt generally should not be allocated to functions or programs as a direct expense. Therefore, unless the debt is expected to be retired by the enterprise fund, it is considered general long-term debt, and construction-period interest should not be included in the cost of the capital assets constructed.

Interest is capitalized on proprietary fund assets acquired with tax-exempt debt. The amount of interest to be capitalized is calculated by offsetting interest expense incurred from the date of the borrowing until completion of the project with interest earned on invested proceeds over the same period.



### **Repairs and Maintenance**

The following table will determine if maintenance or repair should be capitalized or expensed. With respect to asset improvements, costs over \$5,000 (\$50,000 for infrastructure) should be capitalized if:

- 1.** The estimated life of the asset is extended by more than 25%, or
  - 2.** The cost results in an increase in the capacity of the asset, or
  - 3.** The efficiency of the asset is increased by more than 10%, or
  - 4.** Significantly changes the character of the asset, or
  - 5.** In the case of streets and roads – if the work done impacts the “base” structure.
- Otherwise the cost should be expensed as repair and maintenance.

Maintenance costs allow an asset to continue to be used during its originally established useful life. Maintenance costs are expensed in the period incurred. Preservation costs generally extend the useful life of an asset beyond its original estimated useful life, but do not increase the capacity or efficiency of the asset. Preservation costs are capitalized and depreciated if it extends the original estimated life by more than the assigned percent listed above.

A change in capacity increases the level of service provided by an asset. For example, additional lanes could be added to a road or the weight capacity could be increased. A change in efficiency maintains the same service level, but at a lower cost. For example, an electric generating plant could be reengineered so that it produces the same megawatts per day using less fuel.

The following improvements will be considered maintenance and not capitalized: tuck-pointing, roof repair or replacement (unless it extends the life of the building, such as going from a flat roof to a pitched roof), window replacement (unless replaced with energy efficient windows), repainting, epoxy repair, re-carpeting, etc.

### **Depreciation**

#### **Definition**

In accounting terms, depreciation is the process of allocating the cost of tangible property over a period of time, rather than deducting the cost as an expense in the year of acquisition. Generally, at the end of an asset’s life, the sum of the amounts charged for depreciation in each accounting period (accumulated depreciation) will equal original cost less salvage value. Good accounting and financial management practices require that a government entity take both the cost expiration and the declining value of an asset into consideration. The cost expiration of a government entity’s assets must be recognized if the cost of providing services is to be realistically reported. Also, the decline in the value of those assets must be considered if the government entity’s net assets are to be stated correctly.

#### **Information Needed to Calculate Depreciation**

To calculate depreciation on a capital asset, the following five factors must be known:

- \* the date the asset was placed in service
- \* the asset’s cost or acquisition value
- \* the asset’s salvage value
- \* the asset’s estimated useful life, and
- \* the depreciation method.

## Capital Assets & Depreciation Policy

Resolution 13-2024

Date of Version 1/16/2024

### **Asset's Salvage Value**

The salvage value of an asset is the value it is expected to have when it is no longer useful for its intended purpose. In other words, the salvage value is the amount for which the asset could be sold at the end of its useful life. This value can be based on (1) general guidelines from some professional organizations such as GFOA, ASBO, etc., (2) information from other governmental entities, (3) internal experience, or (4) professionals such as engineers, architects, etc. Since the City normally keeps assets until there is not a remaining value, due to being obsolete, scrapped or junk, most equipment and vehicles should have a zero salvage value. In most cases, it is probable that many infrastructure assets will have no residual value, given the cost of demolition or removal.

### **Asset's Estimated Useful Life**

Estimated useful life means the estimated number of months or years that an asset will be able to be used for the purpose for which it was purchased. In determining estimated useful life, a government should consider an asset's present condition, use of the asset, construction type, maintenance policy, and how long it is expected to meet service and technology demands. Useful lives should be based upon the government's own experience and plans for the assets. Although comparison with other governments or other organizations may provide some guidance, property management practices, asset usage, and other variables (such as weather) may vary significantly between governments.

It is difficult to come up with a "laundry list" of estimated useful lives for equipment when condition and usage are a factor. Let's take for example a city bus. A diesel bus is expected to last 250,000 miles. One city could put 250,000 on that bus in seven years, while another city will take 10 years. Therefore, the City has created it's own suggested useful lives table developed from using the above methods. This table can be periodically revised by city staff; therefore it is not included as part of this policy, but will be maintained by the Finance Department

### **Depreciation & Convention Methods Used to Calculate an Asset's Depreciation**

The City will use the straight-line method, which is the simplest and most commonly used for calculating depreciation. It can be used for any depreciable property. Under the straight-line depreciation method, the basis of the asset is written off evenly over the useful life of the asset. The same amount of depreciation is taken each year. In general, the amount of annual depreciation is determined by dividing an asset's depreciable cost by its estimated life. The total amount depreciated can never exceed the asset's historic cost less salvage value. At the end of the asset's estimated life, the salvage value will remain. For example, a \$12,000 copier is placed in service on March 16, 2017. It has an estimated life of five years and a salvage value of \$2,000. The depreciation calculation for the straight-line method would be:

Original cost	\$12,000
Salvage value	<u>2,000</u>
Adjusted basis	\$10,000
Estimated life	5
Depreciation per year	\$ 2,000

To avoid the complications of depreciating each asset from the specific date on which it was placed in service, GAAP supports guidelines that assume various assets are placed in service

or disposed of at designated dates throughout the year. These guidelines are called averaging conventions.

It is recommended that governmental entities use the full-month convention, therefore the City of Ottumwa will use this convention. Under the full-month convention, property placed in service at any time during a given month is treated as if it had been placed in service on the first day of that month. This allows depreciation to be taken for the entire month in which the asset is placed in service. If the property is disposed of before the end of the estimated useful life, no depreciation is allowed for the month of disposition.

Library books will use the straight line – half-year convention method of depreciating. Under this method of depreciating, the total cost for the year will have an acquisition date on the 1<sup>st</sup> day of the 7<sup>th</sup> month of the fiscal year.

### **Reporting Depreciation Expense in the Financial Statements**

For general capital assets, depreciation is reported only on government-wide financial statements. Depreciation expense is reported on the Statement of Activities. Depreciation for assets specifically identified with specific functions is to be included in the direct expenses of those functions. Capital assets that serve essentially all functions are reported on a separate line or reported as part of the general administration (or its counterpart) function. If depreciation is reported as a separate line item, the face of the statement must clearly indicate that this line item excludes depreciation expense charged to functions.

City hall will be classified in the general government category and the associated depreciation expense will not be divided amongst the various departments that are housed within.

Depreciation expense for general infrastructure assets should not be allocated to the various functions. It should be reported as a direct expense of the function (for example, public works) that the reporting government normally associates with capital outlays for, and maintenance of, infrastructure assets or as a separate line in the statement of activities.

### **Disposal of Capital Assets**

All assets included in this policy are subject to disposal via one of the following approved methods: sale, obsolete, junked, traded, or other disposal reason approved by the city council.

When an asset is sold, a gain or loss must be recognized in the annual report when:

- \* Cash is exchanged and the amount paid does not equal the net book value of the asset.
- \* Cash is not exchanged and the asset is not fully depreciated or has a residual value.

A gain or loss is not reported when:

- \* Cash exchanged equals the net book value and the asset does not have a residual value.
- \* Cash is not exchanged and the asset is fully depreciated and has no residual value.

**Reporting to the Finance Department**

Departments are required to submit a City Council Staff Summary following approval at a Council meeting for all acquisitions. This Staff Summary should be presented with any documentation for processing a partial or full payment and will initiate the recording of the fixed asset.

If transfer or disposition information applies and is not listed on the Staff Summary, additional detail must be provided as to the method of disposal and the revenue received for the disposal. All dispositions of capital assets will have a disposition form completed by the department having ownership of the asset and will be signed by the department head or other authorized personnel of that department.

Finance will provide forms for this recording if necessary.

**Reporting Capital Assets in the Audited Financial Statements**

Capital assets and the associated accumulated depreciation are reported in the Statement of Net Assets. Accumulated depreciation will be reported separately. Capital assets will be reported in greater detail by major class of asset (for example, infrastructure, buildings and improvements, machinery and equipment etc.).

**Insurance Records**

The City will maintain insurance records in conjunction with the fixed assets. It is the responsibility of each department to notify the Finance Department concerning insurance coverage. Coverage, when applicable, must be added to new equipment prior to use. Reference the insurance guidelines procedures to see current deductibles and items to insure.

**Record Retention**

The Finance Department will keep individual asset detail associated with the capital assets that meet or exceed the city's threshold limits while an asset is current. Individual asset detail records may be disposed three years after an asset's disposal date. All fiscal year end reports can be disposed three years after the audit has been finalized unless grant provisions require a longer retention period. The recommendations from the "Record Retention Manual for Iowa Cities" will supersede any time periods covered in this paragraph if their retention period exceeds the time period listed.

**Physical Inventories**

The Finance Department or external auditors will periodically conduct a physical inventory of selected items. Assets not accounted for in the inventory shall be removed from the fixed asset records after the proper disposal procedures have been completed.

**received**  
1-11-24 9AM

Item No. I.-3.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Jan 16, 2024

Administration  
Department

Philip Rath  
Prepared By  
  
Department Head

  
City Administrator Approval

AGENDA TITLE: Resolution No. 14-2024 - Resolution Approving the Purchase of a New Fire Apparatus

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 14-2024

DISCUSSION: This resolution will complete the process to order the fire apparatus to replace vehicle #308 in the fleet, which is a 1996 Pierce aerial with a 65' aerial. The aerial component has been out of service for nearly four years due to corrosion. The replacement was approved by the fleet committee on 10/18/23. Staff found a replacement pumper for \$869,400.34. City council approved the future financing for this apparatus at the 1/2/23 meeting.

Source of Funds: Future Financing - FY25

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION NO. 14-2024**

**RESOLUTION APPROVING THE PURCHASE OF A NEW FIRE APPARATUS**

**WHEREAS**, the City of Ottumwa, Iowa owns and operates the Ottumwa Fire Department; and

**WHEREAS**, it has been determined that the 1996 Pierce aerial fire apparatus is in need of replacement as reviewed and approved by the fleet committee on October 18, 2023; and

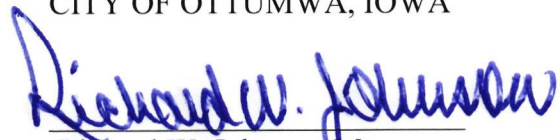
**WHEREAS**, city staff has identified a replacement apparatus and negotiated the attached purchase agreement; and

**WHEREAS**, at the January 2, 2024 meeting of the city council of the City of Ottumwa it was agreed to secure financing in the next bonding cycle for the replacement apparatus;


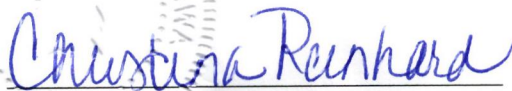
**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA**, that the SUTPHEN Corporation be awarded the contract in the amount of \$869,400.34 for the purchase of a Sutphen Custom Pumper.

APPROVED, PASSED AND ADOPTED, this 16<sup>th</sup> day of January, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk



**PURCHASE AGREEMENT**  
**FOR SUTPHEN FIRE APPARATUS**

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of January 2024 by and between THE SUTPHEN CORPORATION, an Ohio Corporation, of Dublin, Ohio, hereinafter called "SUTPHEN" and the City of Ottumwa of Ottumwa, IA Fire Department, hereinafter called "PURCHASER", sets forth the terms whereby Purchaser agrees to purchase a fire apparatus from Sutphen pursuant to the terms contained herein.

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal dated 12-28-23 and made a part hereof, and the Proposal Price Page with the Sutphen Terms and Conditions also made part of this Agreement as attached hereto ("Proposal").
2. **PURCHASE PRICE:** Purchaser agrees to pay for said apparatus and equipment the total Purchase Price of Eight Hundred and Sixty-Nine Thousand, Four Hundred dollars, and thirty-four cents (\$ 869,400.34 ) payable in full upon delivery.

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

3. **PAYMENT:** Final payment shall be made at the time of final inspection at the factory as per Sutphen Proposal Terms and Conditions. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

4. **FINAL COMPLETION**: The apparatus and equipment being purchased hereunder shall be completed within approximately <sup>10</sup> months after the receipt and acceptance of this agreement at Sutphen's office as per Sutphen Proposal, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.
5. **MANUFACTURER'S CERTIFICATE OF ORIGIN**: Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with the terms of this Agreement. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen.
6. **SUTPHEN WARRANTIES**: Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.
7. **SHORTAGES AND OMISSIONS**: The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.



8. **DEFAULT**: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
9. **PURCHASER GUARANTEES**: With the signing of this agreement, Purchaser attests that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
10. **ACCEPTANCE**: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
11. **TAXES, ETC.**: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
12. **INSURANCE**: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.
13. **TERMINATION**: After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.
14. **GENERAL**: This agreement and the Sutphen Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen Proposal. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is also issued, this Agreement and the Sutphen Proposal Terms and Conditions shall supersede the terms in the Purchase Order where terms may be inconsistent. This Agreement may be signed in counterparts by the parties, each

of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

15. **GOVERNS:** This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Iowa. Exclusive jurisdiction and venue for any litigation at all related to this in the Wapello County Court of Common Pleas, Ottumwa, Iowa, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

**SALES REPRESENTATIVE OF  
THE SUTPHEN CORPORATION**

By Ben Brown  
Sales Representative

Accepted at offices of:  
The Sutphen Corporation  
6450 Eiterman Rd.  
Dublin, Ohio 43016

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**PURCHASER**

City of Ottumwa, IA

Richard W. Johnson

By Richard W. Johnson

Title Mayor

Date January 16, 2024

Christina Reinhard

By Christina Reinhard

Title City Clerk

Date January 16, 2024

received  
1/11/24 1049A

Item No. I.-4.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: January 16, 2024

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

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

\_\_\_\_\_  
*Rp Rtr*  
City Administrator Approval

AGENDA TITLE: Resolution #15-2024. Approving the Professional Services Agreement between the City of Ottumwa and Piper Sandler & Co. for professional services with respect to funding of Phase 8 Sewer Separation projects through Division 4.

\*\*\*\*\*

\*\*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 #15-2024.

DISCUSSION: This agreement will compensate Piper Sandler for their assistance to the City of Ottumwa with respect to financing of Sewer Separation Projects. Some of the typical services provided are; modeling income expenditures and cash flow, estimating tax and sewer rate implications, proposing bond terms, coordinating closing of transactions, preparing post-sale analysis for bond sales, and attending council meetings as required.

Compensation is contingent on total project budget and is due at closing of the SRF loan, or, in the case where no SRF loan is contemplated, at the time of letting of project construction. There will be no fee for Phase 8 Division 2. For Division 3 and thereafter, the fee will be calculated as 0.175% of the project budget, with a minimum per project of \$5,000.00. In addition, each Issue will incur a cost of \$2,500.00 for preparation, distribution, printing, and mailing of the preliminary and final official statements.

RESOLUTION 15-2024

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OTTUMWA AND PIPER SANDLER & CO. FOR PROFESSIONAL SERVICES WITH RESPECT TO FUNDING OF PHASE 8 SEWER SEPARATION PROJECTS THROUGH DIVISION 4.

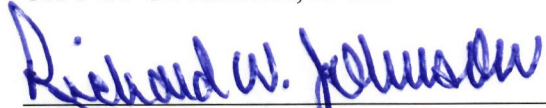
WHEREAS, This Professional Services Agreement is entered between the City of Ottumwa and Piper Sandler & Co. with respect to financing of current and future sewer CSO projects through Division 4; and

WHEREAS, The fee will be calculated as 0.175% of the project budget, with a minimum per project of \$5,000.00. In addition, each Issue will incur a cost of \$2,500.00 for preparation, distribution, printing, and mailing of the preliminary and final official statements.


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

APPROVED, PASSED, AND ADOPTED, this 16<sup>th</sup> day of January 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



## FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on 1/16, 2024 by and between City of Ottumwa (the Client) and Piper Sandler & Co. (Piper). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

### I. **Scope of Services.**

- A. **Services to be provided.** Piper is engaged by the Client to provide services with respect to City of Ottumwa SRF loans or cash payment to cover the costs of current sewer CSO projects including Division 2 Phase 8 4th St, Division 3, Gara & Anna St. Small Sewer and Division 4 projects.
- B. **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Model TIF income and expenses periodically and update cash flow with Client input
  2. Model future GO bonding with Client input, including estimated tax implications of proposed GO bonding
  3. Model LOST cash receipts and expenditures and periodically update cash flow with Client input
  4. If requested by the Client, develop a Plan of Finance for the Project
  5. As requested by the Client, provide alternative debt retirement schedules
  6. Propose bond terms for the securities being sold
  7. Develop a timeline with respect to the issuance of proposed securities
  8. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules, issue price and re-offering verification, bond yield verifications, weighted average maturity, and refunded bond statistics (WAM, savings, etc.).
  9. Coordinate the closing of the transaction
  10. Attend meetings of the Client's governing body, as requested

II. **Limitations on Scope of Services.** In order to clarify the extent of our relationship, Piper is required under MSRB Rule G-421 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and Piper.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

To the extent that we provided the Client and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to the Financial Services Provider by a third-party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

The Scope of Services does not include tax, legal, accounting or engineering advice, or review of any third-party feasibility study, with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. **Amending Scope of Services.** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

### IV. **Compensation.**

Compensation is contingent on total project budget and is due at closing of the SRF loan or, in the case where

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1 See MSRB Rule G-42(c)(v).

no SRF loan is contemplated, at the time of letting of project construction. There will be no fee for assistance with Division 2; Division 2 does not contemplate any debt of the City. For Division 3 and thereafter, the fee will be calculated as 0.175% of the project budget, with a minimum per project of \$5,000. Compensation is payable in immediately available funds at closing, or when billed.

V. **IRMA Matters.** If the Client has designated Piper as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper and Client agrees not to represent, publicly or to any specific person, that Piper is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper’s prior written consent.

VI. **Piper’s Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Piper undertake certain inquiries or investigations of and relating to the Client in order for Piper to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper undertakes a determination of suitability of any recommendation made by Piper to the Client, if any or by others that Piper reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper in carrying out these duties to inquire or investigate, including providing to Piper accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper provide advice with regard to any recommendation made by a third party, the Client will provide to Piper written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. **Expenses.** Piper will be responsible for all of Piper’s out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

The Client will reimburse Piper in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein at a cost of \$2,500.

VIII. **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, shall terminate upon completion of the Project. So long as Piper is performing pursuant to this Agreement, the Client may not terminate this Agreement during its term. In the event of non-performance by Piper, the Client shall first give written notice to Piper of the specific event of non-performance, and shall allow Piper 30-days to remedy the specific item of non-performance, prior to termination. If Piper fails to remedy the specific item of non-performance within the prescribed 30-day period of time, the Client may immediately terminate this Agreement by providing payment to Piper for all Reasonable Fees. Piper may terminate this Agreement at any time, however, in the event of termination, only the sum of the Reasonable Fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable. Reasonable Fees shall mean: With respect to each Issue, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement

divided by the total amount of time, in months, necessary to financial closing of the component of the Issue. By way of example, if the Agreement is executed on January 1, 2023, and the expected completion of one component of Bonds is September 1, 2023 (that being 8 months), and the Agreement is terminated on July 1, 2023 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8). The provisions of Sections IV, VII, XII, XIV, and XVI shall survive termination of this Agreement.

IX. **Independent Contractor.** Piper is an independent contractor and nothing herein contained shall constitute or designate Piper or any of its employees or agents as employees or agents of the Client.

X. **Entire Agreement/Amendments.** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Piper and Client.

XI. **Required Disclosures.** MSRB Rule G-42 requires that Piper provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper's Disclosure Statement attached as Appendix A to this Agreement.

XII. **Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper or any of its associated persons, Piper and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper to the Client. No recourse shall be had against Piper for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. **Indemnification.** Unless prohibited by law, the Client hereby indemnifies and holds harmless Piper, each individual, corporation, partnership, trust, association or other entity controlling Piper, any affiliate of Piper or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XV. **Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

Phil Rath, City Administrator  
City of Ottumwa  
105 E. Third St.  
Ottumwa, IA 52501

Or to Piper at:

Tim Oswald, Managing Director  
Public Finance Department  
Piper Sandler & Co.  
3900 Ingersoll Ave. Suite 110  
Des Moines, IA 50312

With a copy to:

Piper Sandler & Co.  
Legal Department  
800 Nicollet Mall, Suite 900  
Minneapolis, MN 55402

XVI. **Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

XVIII. **Counterparts; Severability.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. **Waiver of Jury Trial.** THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. **No Third-Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.



XXII. **Authority.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper's performance of its activities under this Agreement:

Phil Rath, City Administrator, or his designee

The following individuals at Piper have the authority to direct Piper's performance of its activities under this Agreement:

Tim Oswald, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Sandler & Co.

By: Tim Oswald  
Tim Oswald  
Its: Managing Director  
Date: January 8, 2024

ACCEPTED AND AGREED:

City of Ottumwa, Iowa

Richard W. Johnson  
Title: Richard W. Johnson  
Date: Mayor  
January 16, 2024

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at [www.msrb.org](http://www.msrb.org) that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

## APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**Compensation-Based Conflicts.** The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

**Transactions in Client's Securities.** As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory

personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jan 16, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 16 - 2024 - Approving Amendment 1 to the Destination Iowa Grant Award

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 16 - 2024

DISCUSSION:

On May 2, 2023 the city council approved Resolution 79-2023 which authorized the city to join the Southeast Iowa Sports Commission in the application for a Destination Iowa Grant as a co-applicant and co-recipient. This grant was awarded and since that time an amendment occurred. This amendment removes all references to compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. All other federal and state laws, rules, etc. apply. This amendment requires the city to sign off recognizing acceptance.

Source of Funds: No associated cost

Budgeted Item:

Budget Amendment Needed: No

**RESOLUTION NO. 16-2024**

**RESOLUTION APPROVING AMENDMENT 1 RELATED TO DESTINATION IOWA GRANT TO HELP FUND THE INDOOR SPORTS COMPLEX PROJECT**

**WHEREAS**, the City of Ottumwa, Iowa had previously approved Resolution 79-2023 to join the Southeast Iowa Sports Commission as a co-applicant for a Destination Iowa Grant to construct an indoor sports complex; and

**WHEREAS**, the Commission was awarded the grant for \$2.5 million for the Ottumwa SporsPlex Development Project to be constructed in Sycamore Park; and

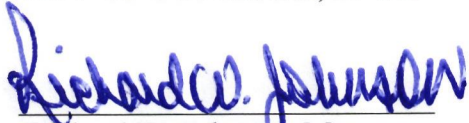
**WHEREAS**, there was an amendment (Amendment 1) to the original contract related to the grant the city signed as a co-applicant; and

**WHEREAS**, it is in the best interest of the community for the City to support this project and the awarded grant;


**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:** That the City does hereby consent to the amendment and authorizes the Mayor to sign the amendment as co-applicant to the original grant and award.

APPROVED, PASSED AND ADOPTED, this 16<sup>th</sup> day of January, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



**AMENDMENT ONE  
TO  
GRANT AGREEMENT BETWEEN  
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY  
AND  
SOUTHEAST IOWA SPORTS COMMISSION AND CITY OF OTTUMWA**

AGREEMENT NUMBER:                   **23-DES-010**  
AMENDMENT NUMBER:                 **One**  
EFFECTIVE DATE:                     **November 1, 2023**

WHEREAS, on June 5, 2023, the Iowa Economic Development Authority (“Authority”), 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, and the Southeast Iowa Sports Commission and City of Ottumwa (“Subrecipients”) 110 E.3<sup>rd</sup> St., Ottumwa, Iowa 52501 and 105 E 3<sup>rd</sup> St., Ottumwa, Iowa 52501, respectively, entered into that certain Grant Agreement Number 23-DES-010 (“Grant Agreement”) setting out the terms and conditions for the Destination Iowa Economically Significant Grant (“Grant”) for Subrecipient’s Project; and

WHEREAS, the IEDA and Subrecipient wish to amend the Grant Agreement to eliminate references to federal requirements that have been determined inapplicable to the specific source of funds for the Grant Agreement and provide other clarifications,

NOW, THEREFORE, the parties amend the Grant Agreement as follows:

**1. 1.1 FUNDING SOURCE AND EXPENDITURE CATEGORY**

The funding source for the grant (“Grant”) shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“the Act”), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”) under expenditure category 6.1 – Revenue Replacement: Provision of Government Services.

**2. 2.1 GENERAL**

The Subrecipient has applied for and was awarded a Destination Iowa Economically Significant Grant for a project described in Exhibit C, Description of the Project and Award Budget (the “Project”). The Destination Iowa Economically Significant Grant Application, including all documents attached to or incorporated into the Grant Application (the “Application”), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. ~~The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 (“Final Rules”) and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.~~

**3. 3.2 DOCUMENTATION OF COMPLIANCE**

Subrecipients shall provide the Authority or its contractors with satisfactory documentation of compliance with 2 C.F.R. 200 – Uniform Administration

Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), including procurement standards therein, and any other all federal and state laws, rules, ordinances, regulations, guidance, and orders applicable to the award or project, including but not limited to Iowa Code chapter 26 relating to public construction bidding.

4. 3.5.2. June 30, 2024 – Compliance Check. The Authority will review the Project to verify compliance with requirements to obligate funds and procurement standards other applicable requirements.

5. **New Article 3.6 IOWAGRANTS.GOV.**

“IowaGrants.gov” means Iowa’s Funding Opportunity Search and Grant Management System. This system allows the Subrecipient to electronically apply for and manage grants received by the State of Iowa. Persons accessing the system for this purpose are required to register online at [www.IowaGrants.gov](http://www.IowaGrants.gov). The Authority reserves the right to require the Subrecipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

6. **4.2 USE OF FUNDS**

The Subrecipient will use the Grant Funds to complete the Project in accordance with the Application; the provisions of the Act; ~~Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 (“Final Rules”) and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B;~~ all applicable Treasury or other federal guidance; all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders applicable to the Grant; and as described in this Grant Agreement. The ~~Participant~~ Subrecipient will use the Grant for no other purpose.

7. 5.2.1 The Subrecipient acknowledges the applicability of federal and state laws, guidance, rules and regulations to the award and Grant source of funds identified in Article 1.1, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance.

8. 5.2.3. ~~The Subrecipient acknowledges that 2 CFR 200 includes procurement standards in 200.318 through 200.327. The Subrecipient agrees to follow the procurement standards in the use of funds provided pursuant to this Grant Agreement and to provide a compliant procurement policy to IEDA. Reserved.~~

9. 5.3.3 *Davis-Bacon Reporting* ~~If the expected total cost of the Project is Ten Million Dollars (\$10,000,000) or more, the Subrecipient shall report whether, to complete the Project, the Subrecipient is using funds from a federal program other than an ARPA program (“non-ARPA program”) that requires enforcement of the Davis-Bacon Act. If enforcement of the Davis-Bacon Act is required because the Subrecipient is using~~

funds from a non-ARPA program that requires enforcement of the Davis-Bacon Act, the Subrecipient shall report that information to the Authority and shall certify that it is enforcing the Davis-Bacon Act. Reserved.

## 10. 5.9 CONFLICT OF INTEREST

5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.

5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:

5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

11. 5.11.2 *Subrecipient Integrity and Performance Matters* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200—Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies. Reserved.

## 12. 5.13 EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION WORK.

5.13.1 The Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,



available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

~~5.13.2 The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:~~

~~5.13.3 The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.~~

~~5.13.4 The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received; and refer the case to the Department of Justice for appropriate legal proceedings. Reserved.~~

### **13. 5.14 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

~~Subrecipient will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Reserved.~~

### **14. 8.2: Audit Requirements and Closeout of Award**

~~The Subrecipient shall adhere to the following audit requirements:~~

~~8.2.1—*Single Audit Not Required Form.* A "Single Audit Not Required" form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in total federal funds.~~

~~8.2.2—*Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in total federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in~~

~~accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year. If an audit is required, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.~~

~~8.2.3 IEDA may implement an agreed-upon-procedures engagement to monitor for-profit subrecipients who are exempt from the requirements of the Single Audit Act in accordance with subpart D §§ 200.331-200.333 and subpart E § 200.425. If implemented, the agreed-upon-procedure engagement shall be conducted in accordance with GAGAS attestation standards and limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting.~~

If requested by IEDA or its contractors, the Subrecipient shall provide documentation of any audit conducted related to the Project. Subrecipient shall provide any information requested by IEDA or its Contractors required to conduct grant closeout procedures.

#### **15. 9.10 DOCUMENTS INCORPORATED BY REFERENCE.**

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.10.32 Exhibit C – Description of the Project and Award Budget

#### **16. 9.11 ORDER OF PRIORITY**

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.21 Articles 1 – 9 of this Agreement

9.11.32 Exhibit C – Description of the Project and Award Budget

9.11.43 Exhibit A – The Application

**17. Deletion of Exhibit B.** Exhibit B is deleted from the Grant Agreement.

Except as otherwise revised above, the terms, provisions, and conditions of the Grant Agreement executed by IEDA and Subrecipient on June 5, 2023 remain unchanged and are in full force and effect:

*Signature Page Follows*

**FOR SUBRECIPIENT:**

Holly Berg  
Holly Berg (Nov 8, 2023 13:51 CST)

SIGNATURE

Holly Berg Board Treasurer

PRINT/TYPE NAME, TITLE

11/08/2023

Date

Richard W. Johnson  
SIGNATURE

Richard W. Johnson, Mayor

PRINT/TYPE NAME, TITLE

1/16/2024

Date

**FOR IEDA:**

Deborah V. Durham, Director

Date

received  
1-11-24 12pm

Item No. I.-6.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Jan 16, 2024

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 19 - 2024 - Authorizing the Mayor to Sign and Submit an Application to the Iowa Department of Transportation Under the Revitalize Iowa's Sound Economy (RISE) Grant Program for Improvements to Helgerson Flats, and if Funded to Sign All Contract Related Documents

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 19 - 2024

DISCUSSION: Helgerson Flats has been designated as a Certified Site in the State of Iowa. This designation places it on an a list of "shovel ready" sites across the state. Although there has been interest in the site in the past, the interested parties have expressed concern with access - specifically commercial vehicles to the site. Working with GOPIP, we have had conversations with Iowa DOT and believe there are some short term and long term resolutions to this issue. The State offers a grant program to assist with transportation related barriers to economic development. This request would complete an application to the RISE program, which would provide funding to assist with constructing an improved public access to and from Helgerson Flats.

Source of Funds: Road Use Tax Dollars / RISE Grant

Budgeted Item:

Budget Amendment Needed:

## **RESOLUTION NO. 19 - 2024**

### **RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND SUBMIT AN APPLICATION TO THE IOWA DEPARTMENT OF TRANSPORTATION UNDER THE REVITALIZE IOWA'S SOUND ECONOMY GRANT PROGRAM FOR IMPROVEMENTS TO HELGERSON FLATS, AND IF FUNDED TO SIGN ALL CONTRACT RELATED DOCUMENTS**

**WHEREAS**, Helgerson Flats has been on the list of certified sites for the State of Iowa and while there has been interest in development, the site is passed over for other sites providing better access for commercial vehicles; and

**WHEREAS**, the City Council has determined Helgerson Flats to be a prime opportunity for economic development and is interested in removing any barriers to development, including access; and

**WHEREAS**, the City Council has determined that the improvement of the access into Helgerson Flats will enhance the viability and economic opportunity of this area, including permanent job creation or job retention; and

**WHEREAS**, the RISE grant program will provide necessary funding to construct a public street for improved access of commercial and public safety vehicles to and from Helgerson Flats; and

**WHEREAS**, the city will maintain the portion(s) of roadway located within the Corporate Limits of the City of Ottumwa, Iowa; and

**WHEREAS**, the city understands that an application for a RISE grant is being submitted to construct a public roadway in this area; and

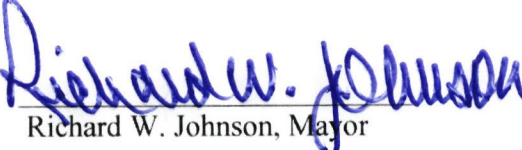
**WHEREAS**, it is in the best interest of the region and the City of Ottumwa for the City to support this project;

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:** That the City does hereby consent to the project and authorizes the Mayor to sign the application for a Revitalize Iowa's Sound Economy RISE grant to assist with financing the construction of the public improvements in Helgerson Flats, and if funded, is hereby authorized to sign all grant related contract documents.

**BE IT FURTHER RESOLVED THAT:** The City Council commits to provide any required matching funds from the Local Option Sales Tax – Street Designation for those portions of roadway constructed and/or maintained within the Corporate Limits of the City of Ottumwa.

APPROVED, PASSED AND ADOPTED, this 16<sup>th</sup> day of January, 2024.

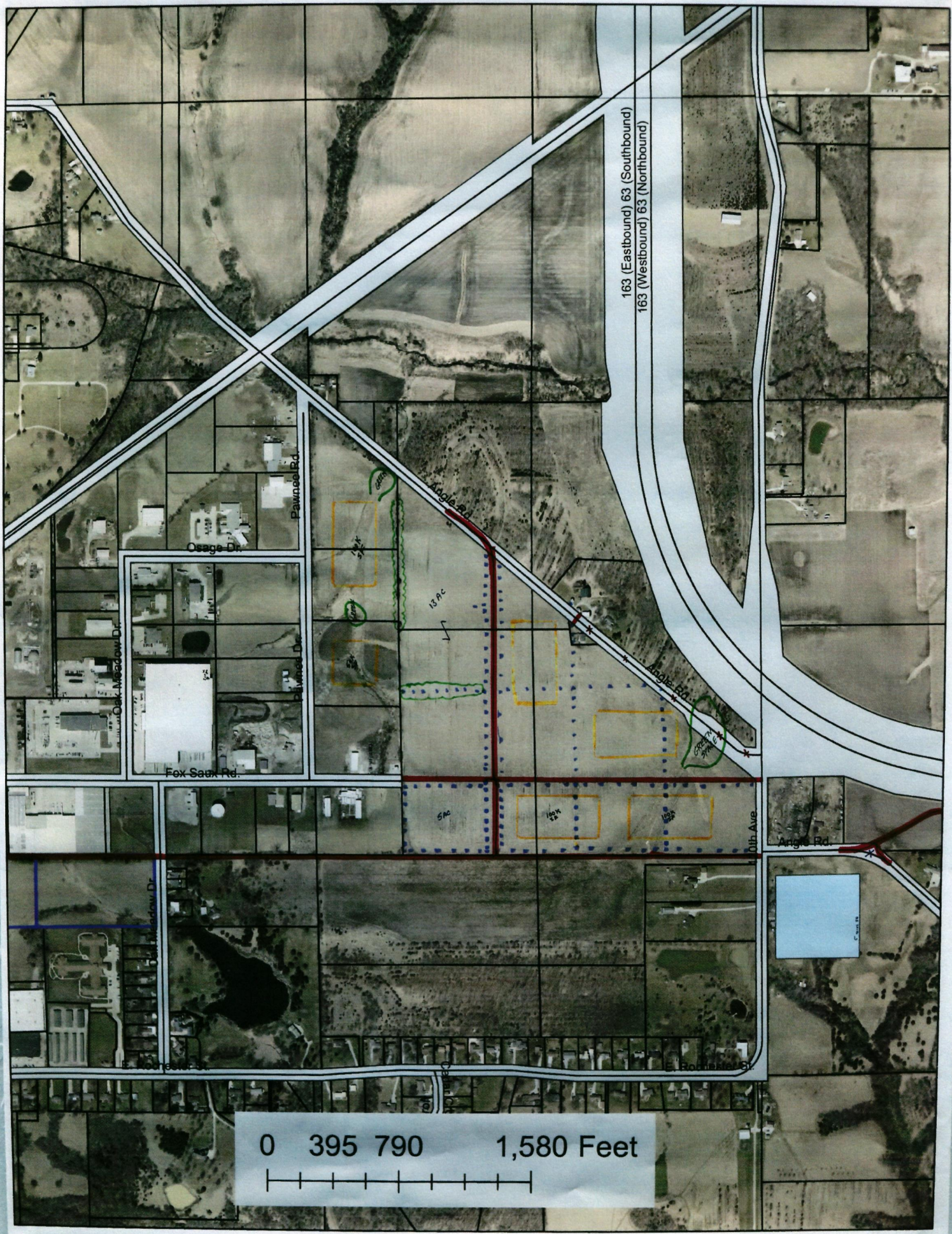
CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor



ATTEST:

  
Christina Reinhard, City Clerk



163 (Eastbound) 63 (Southbound)  
163 (Westbound) 63 (Northbound)

Pawnee Rd.

Osage Dr.

Oak Meadow Dr.

Fox Sauk Rd.

13 AC

5 AC

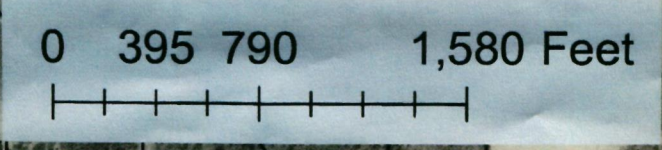
10 AC

10 AC

16th Ave

Angle Rd.

Cedar St.







ENGINEERING & ARCHITECTURE  
**O T T U M W A**  
 1000 W. 10th St., Suite 100  
 Ottumwa, IA 52501  
 Ph: 319-465-5880  
 Fax: 319-465-5881

Scale: 1"=200'  
 Drawn by: S. McCarty  
 Date: 12-2023  
 Approved by:

PROJECT NAME: Fox Saux Extension  
 SHEET NO.: D01

**received**  
1.11.24 1230pm

**copy**

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of : Jan 16, 2024

Planning & Development  
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution No. 21-2024 Resolution Authorizing the Purchase and Installation of Public Art and Accepting Funding for the Total Cost of Purchase and Installation from the Ottumwa Legacy Foundation

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 21-2024

DISCUSSION: The City and Legacy Foundation have been working together since 2023 on the West End Ignited program in order to identify opportunities to improve the West Second gateway corridor into the City. This has included home improvement grants, landscaping, clean-up days, a mural and tree plantings. The Legacy Foundation has paid all cost for West End Ignited activities.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

To continue this initiative, Legacy Foundation has found a suitable sculpture for the public right-of-way at West Second, West Main and McPherson. With this resolution, the City would purchase and own the art for \$7,000 and install it for \$3,000. Legacy Foundation will pay the total cost. The Arts Council will clean and maintain the piece as needed. The Plan and Zoning Commission reviewed the project and recommended the art be installed at the proposed location. Engineering has reviewed and approved the proposed location.

RESOLUTION NO. 21-2024

RESOLUTION AUTHORIZING THE PURCHASE AND  
INSTALLATION OF PUBLIC ART AND ACCEPTING  
FUNDING FOR THE TOTAL COST OF PURCHASE AND  
INSTALLATION FROM THE OTTUMWA LEGACY  
FOUNDATION

WHEREAS, the Ottumwa Legacy Foundation and the City of Ottumwa have partnered on the West End Ignited Initiative to provide funding for home improvement projects, installation of public art and improved landscaping and tree plantings in order to revitalize the West Second Corridor as a gateway into the City of Ottumwa; and

WHEREAS, the Ottumwa Legacy Foundation wishes to further advance the revitalization of this area with the installation of a sculptured titled Oxbow Reimagined at the intersection of West Second Street, West Main Street and McPherson Avenue; and

WHEREAS, the Ottumwa Legacy Foundation will provide 100% of the cost for the purchase and installation of the piece; and

WHEREAS, the Ottumwa Arts Council will clean and maintain the piece as necessary; and

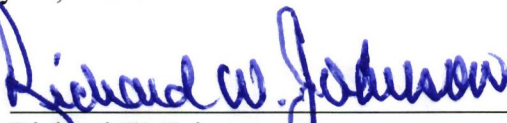
WHEREAS, the Ottumwa Plan and Zoning Commission recommended at its December regular meeting that the piece be installed at the proposed location;

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

Section 1. That City purchase the sculpture Oxbow Reimagined for \$7,000 and install the piece for up to \$3,000 at the corner of West Main Street, West Second Street and McPherson Avenue.

Section 2. That the City accept funding from the Ottumwa Legacy Foundation for 100% of the cost of the purchase and installation of the sculpture.

PASSED AND APPROVED this January 16, 2024.

  
Richard W. Johnson, Mayor

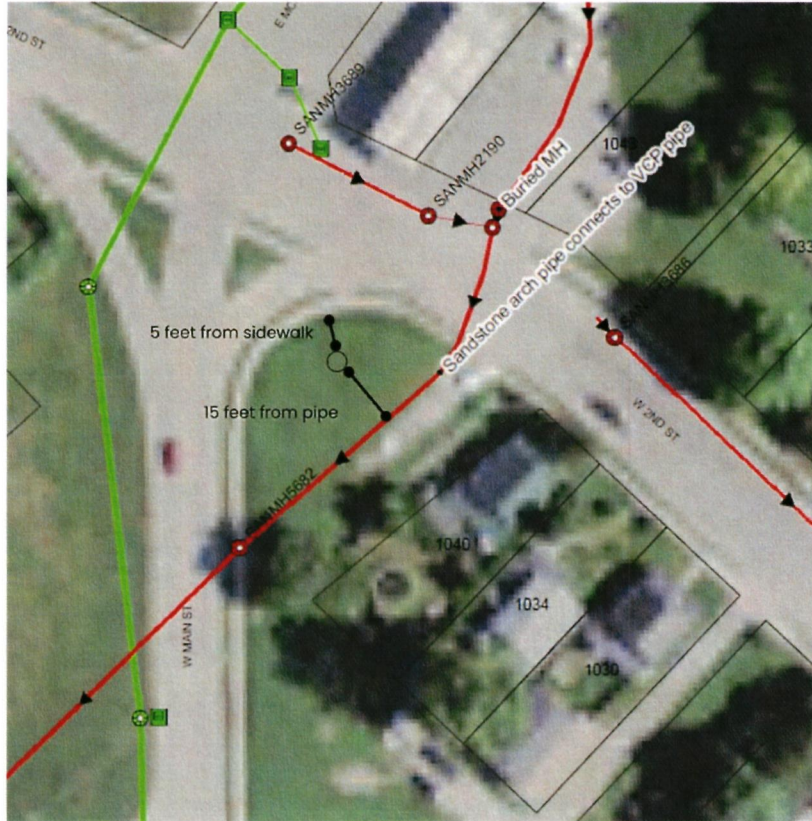
ATTEST:

  
Christina Reinhard, City Clerk





Oxbow Reimagined – Sculpture



Map of Proposed Location



## BILL OF SALE

**Return Document To:** City of Dubuque, City Hall Annex, Attn: Bonnie Spurling, 1300 Main Street, Dubuque, IA 52001

**Preparer Information:** Crenna Brumwell, 300 Main Street, Suite 330, Dubuque, IA 52001, Phone: 563-589-4381

For the consideration of the sum of \$7,000 (+7% tax of \$490 or completed tax exempt documentation included with signed agreement) purchase price and other valuable consideration, Tim Adams ("Seller") does hereby sell, transfer and assign to City of Ottumwa ("Buyer") the following described personal property, Dubuque County, State of Iowa.

**Oxbow Reimagined, a 10' tall by 4' wide by 2' deep welded sculpture of Lexan and aluminum created for and exhibited as part of the 2023-24 Art on the River Exhibition**  
(Hereinafter the "Art")

Seller hereby covenants with Buyer that Seller is the owner of said personal property, that Seller has good and lawful authority to sell, transfer, and assign the same and that the same is free and clear of all liens, security interests and encumbrances except as may be above stated; and Seller covenants to warrant and defend said personal property against the lawful claims of all persons except as may be above stated.

SELLER HEREBY SELLS, TRANSFERS AND ASSIGNS SAID PERSONAL PROPERTY IN "AS IS" CONDITION. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE IN REGARD TO SAID PERSONAL PROPERTY ARE HEREBY EXCLUDED. THERE ARE NO WARRANTIES OF FITNESS WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Buyer acknowledges the Art must be removed from the property of the City of Dubuque, Iowa and the Art's Art on the River location no earlier than July 29, 2024 and by August 9, 2024. After that date the City of Dubuque will no longer insure the Art.

CERTIFICATION. Buyer and Seller certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Dated on \_\_\_\_\_.

SELLER

BUYER

\_\_\_\_\_

Richard W. Johnson  
Mayer

**ACKNOWLEDGMENT OF SELLER EXECUTION**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_.

This record was acknowledged before me on \_\_\_\_\_,

by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

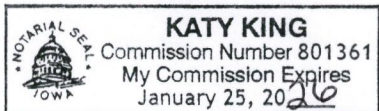
**ACKNOWLEDGEMENT OF BUYER EXECUTION**

STATE OF Iowa, COUNTY OF Wapello.

This record was acknowledged before me on January 16, 2023

by Richard W. Johnson.

Katy King  
\_\_\_\_\_  
Signature of Notary Public





# Item No. L.-1.

## OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 31  
Bridge View Center, 102 Church St.

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

The meeting was called to order at 5:30 P.M.

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

Galloway moved, seconded by Hoffman to approve consent agenda items: Mins. from Regular Mtg. No. 29 on Nov. 21, 2023 and Special Mtg. No. 30 on Nov. 27, 2023 as presented; Appointment of Buddy Kelley to Ottumwa Water Works Brd. of Trustees, term to exp. 7/22/2028 due to a vacancy; Civil Service Elig. Lists for Nov. 22, 2023: Police Officer Entrance; Fixing Dec. 19, 2023 as date for public hearing for Cont. of Support and Financial Commitment for Main St. Ottumwa Program 2024-2027; Res. No. 200-2023, fixing Dec. 19, 2023 as date for public hearing on proposal to lease property at Ottumwa Reg. Airport to Dr Pepper Snapple Group; Res. No. 201-2023, fixing Dec. 19, 2023 as date for public hearing on proposal to lease property at Ottumwa Reg. Airport to The American Bottling Comp.; Res. No. 207-2023, fixing Dec. 19, 2023 as date for public hearing on disposal of City owned property at 129 N. McLean; Res. No. 208-2023, fixing Dec. 19, 2023 as date for public hearing on disposal of City owned vacant lot No. 214 on Morris St.; Beer and/or liquor applications for: Reds Pub, 618 Church; Ottumwa Golf & Social Club, 304 E. Golf, with osa; Tequila Grill, 112 N. Market; American Gothic Performing Arts Greater Ottumwa Vocal Arts Project, 529 E. Main; all applications pending final inspections.  
Motion carried 4-1. Absent: Pope

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

Jessica Kinser was introduced, Interim Finance Dir. and provided update on Financial Reporting of City funds. Along with Sarah McGriff, Accountant, FY23 has been reconciled; published AFR 11/28/23 but found errors and will re-publish on 12/9/23; auditors will be on site first wk in Jan. 2024; FY24/25 budget kick off.

City Admin. Rath reported three proposals rec'd for Cedar Creek Golf Course Operations; will hold special city council mtg. 12/12, at 5:00 P.M. at BVC with all submitters; plan to make a decision that evening.

Galloway acknowledged Debbie & David Truit, and Jim Moore on the first Spooky Nights and Lights winner.

Mayor Johnson inquired if anyone from the audience wished to address an item on the agenda. Fred Zesiger, Tim Schwartz and AJ Gevock all request to speak on Item F-1.

This was the time, place and date set for a public hearing regarding previous adoption of Ord. No. 3204-2022, an ord. adopting 2021 version of International Fire Code as the city's fire protection and prevention code. Much discussion was had. Interim Fire Chief Short reported changes included in the Ord. made a significant impact on Main St. Iowa Project; we want to do our due diligence with this and keep life saving measures our top priority.

Galloway added, we have had ongoing conversations about the fire code and realized there are numerous concerns by various entities and wanted a way to bring everyone together to discuss and get on the same page. Unfortunately, when Ord. No. 3204-2022 was passed, there were changes within the Code that we

were not aware of; possibility of working through an amendment in the process instead of reverting back to an outdated version of the Code.

Mr. Zesiger, Mr. Schwartz and Mr. Gevock all addressed council with concerns of this stringent fire code that hinders economic development in the downtown area; can we look at a collaborative approach.

Roe added, we are not going to risk the progression of our community over the expense of public safety; we were not given an opportunity to discuss the major changes within the last Ord. and would ask current staff to research comparables from other cities having this same issue.

Aty. Stone reported any changes to a uniform code requires a public hearing; if you wish to hold a work session to discuss the changes, it would be appropriate to reject what is provided tonight and start over.

Hoffman moved, seconded by McAntire to close the public hearing. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Hoffman to table this item. Rescinded by both.

Galloway moved, seconded by McAntire to reject first consideration of replacing City's Fire Protection and Prevention Code by reverting back to Ord. No. 3095-2016 that includes 2015 International Fire Code and hold council work session Jan. 9, 2023 to work through possible solutions and/or amendments to the 2021 International Fire Code that will be adopted by Council. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Hoffman to approve proposed fee increases for Beach Ottumwa effective Jan. 1, 2024. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Galloway to approve purchase of JCB-3CX Compact Backhoe for Ottumwa Cemeteries from Rueters of Osceola for \$143,610.20. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Galloway to approve replacement of three Flow Loggers and Analyzer Modules from Gurney for WPCF in the amt. \$19,499. Motion carried 4-1. Absent: Pope.

HR Dir. Codjoe provided update on City of Ottumwa Employee Assistance Program (EAP) Services.

Roe moved, seconded by McAntire that Res. No. 197-2023, awarding contract for Greater Ottumwa Park Soccer Complex Project to Bi-State Contracting of West Burlington, IA, for \$3,048,138, be passed and adopted. Park & Rec Dir. Rathje reported four bids rec'd. None of the alternate bids will be accepted. Funded by Ottumwa Regional Legacy Foundation; expect project completion by Dec. 31, 2024. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Hoffman that Res. No. 198-2023, awarding contract for Richmond Ave. Pump Station Improvements Project to DC Concrete & Construction of Douds, IA, for \$86,750, be passed and adopted. PW Dir. Burgmeier reported four bids rec'd. Motion carried 4-1. Absent: Pope.

Galloway moved, seconded by McAntire that Res. No. 199-2023, approving annual budget of Ottumwa Water Works Brd. of Trustees for calendar year 2024, be passed and adopted. OWW Mgr. Albert provided the budget. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Galloway that Res. No. 206-2023, approving Change Order No. 1 to the Demolition and Abatement of 831 Lillian, be passed and adopted. Planning & Zoning Coordinator Rusch reported chimney flue wrap material containing asbestos was missed during initial inspection and the

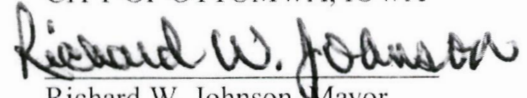
contractor requested change order in the amt. of \$1,500. Motion carried 4-1. Absent: Pope.

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

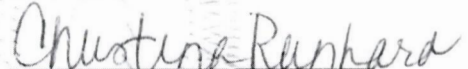
There being no further business, Roe moved, seconded by Galloway that the mtg. adjourn. Motion carried 4-1. Absent: Pope.

Adjournment was at 7:01 P.M.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 12/14/2023.

received  
11-20-23 1:30pm

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Dec 5, 2023

Chris Reinhard *CR*

Prepared By

**Pat Short**

Department Head

Fire

Department

*Pat Short*

City Administrator Approval

AGENDA TITLE: Ordinance No. 3095-2016, an Ordinance Amending the City of Ottumwa's Fire Protection and Prevention Code by Amending Chapter 14 of the City of Ottumwa Municipal Code to Revert back to the 2015 Edition of the International Fire Code

\*\*\*\*\*

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

RECOMMENDATION: Pass the first consideration of reverting back to Ordinance No. 3095-2016.

## **REJECTED – ITEM TO BE PRESENTED DURING WORK SESSION IN JANUARY 2024 TO KEEP 2021 INTERNATIONAL FIRE CODE WITH AN AMENDMENT.**

DISCUSSION: Members of City Council have received some concern regarding the restrictiveness of the current code, Ordinance No. 3204-2022, that was adopted on September 6, 2022. This Ordinance adopted the 2021 version of the International Fire Code as the city's fire protection and prevention code. Council will take comment regarding the potential of repealing the Ordinance and reverting back to the previous version of the International Fire Code (2015) as the city's code. The 2015 version was originally adopted by City Council on July 19, 2016 (Ordinance No. 3095-2016). In addition, this Code (International Fire Code) is the minimum Code required by the State.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No

Address	# floors	1st fl improvements: Units	2023 Assessed Valu	yr before work began assessed value	sprinkled	current annual tax collected
117-119 E Main	3	none	10	939,690 (2015) 16,671	apartments yes	19,104
101 S Market	6	Yes	11	658,800 (2009) 70,000	apartment yes	14,358
211 E Second	2	Yes	6	297,910 (2017) 58,840	no	6,094
116 N Market	2	Yes	2	176,240 (2018) 38,050	no	3,528
205 E Main	2	Yes	1	66,210 (2010) 26,492	no	1,374
207 E Main	2	Yes	1	75,680 (2010) 39,111	no	1,576
221 E Main	2	Yes	2	202,280 (2013) 24,586	no	4,138
223 E Main	2	yes	1	105,630 (2010) 14,581	no	2,182
320 E Main	2	yes	2	176,390 (2015) 12,220	no	3,618
322 E Main	2	yes	2	218,560 (2015) 12,309	no	5,272
324 E Main	2	yes	1	208,410 (2015) 12,011	no	5,134
325 E Main	2	yes	3	271,730 (2017) 29,680	yes	4,790
328 E Main	2	yes	1	165,710 (2007) 16,979	no	3,400
330 E Main	2	yes	2	189,740 (2009) 17,808	no	4,858
332 E Main	2	yes	2	213,530 (2018) 22,528	no	5,398
334 E Main	2	yes	1	200,090 (2007) 13,881	no	4,112
210 E Main	2	Vacant	2	118,030 (2007) 48,590	no	2,434
212 E Main	2	Vacant	1	107,940 (2007) 51,230	no	2,226
303 E Main	2	Yes occupied	1	59,060 (2021) \$15,680	no	1,234
305 E Main	2	opening spring 24	1	80,340 (2014) 36,618	no	1,668
307 E Main	2	No Vacant	3	59,950 (2021) 11,780	no	794
313 E Main	2	Berry Patch IT	1	78,040 (2015) 23,697	no	1,624
315 E Main	2	No Vacant	1	58,820 (2021) 19,250	no	1,230
317 E Main	2	Opening Fall 24	1	65,160 (2017) 14,700	no	1,354
				<b>4,793,940</b>		<b>101,500</b>

Address	# floors	1st floor use	potential units	2023 Assessed Value		sprinkled	current annual tax collected
103 E Main	3	Flea Market on Main	6-7	113,090		have a 6" line	2,376
105 E Main	3	vacant	4	28,480		have a 6" line	1,056
107 E Main	3	vacant	4	29,000		have a 6" line	1,212
131 E Main	2	vacant	1	19,530		no	534
203 E Main	2	vacant	1	31.33		no	732
219 E Main	2	vacant	1	59,140	Stalled	no	1,088
216 E Main	2	vacant	1	50,540		no	1,068
218-220 E Main	2	Sewing House	2	182,170		no	3,772
222 E Main	2	vacant	1	42,550	Stalled	no	908
225 E Main	2	vacant	2	62,500		no	1,314
224-226 E Main	3	optical shop	8	143,940		no	3,014
232 E Main	3	El Rancho	6	224,310		no	5,166
311 E Main	2	Cerro Grande	2	77,110		no	1,608
314 E Main	3	vacant	2	43,600		no	926
316 E Main	2	C&C discount	3	169,160		no	2,134.88
323 E Main	2	Red Sea	1	105,520		no	2,174
131 E Second	2		3	40,770	Stalled	no	822
105 N Market	2	posh nails	1	50,790	Stalled	no	1,022
107 N Market	2		2	60,180	Stalled	no	1,208
112 N Market	2	Tequila grill	3	165,780		no	3,332
102 E Second	3	c&c Island Store	7-8	109,020		no	2,218
222-224 E Seco	3	area 15 rpc/ united w	3	202,890		no	4,324
331 E Second	4	vacant	18	80,000		no	160
				<b>2,060,101</b>			<b>42,169</b>

## Cost of an Empty Building

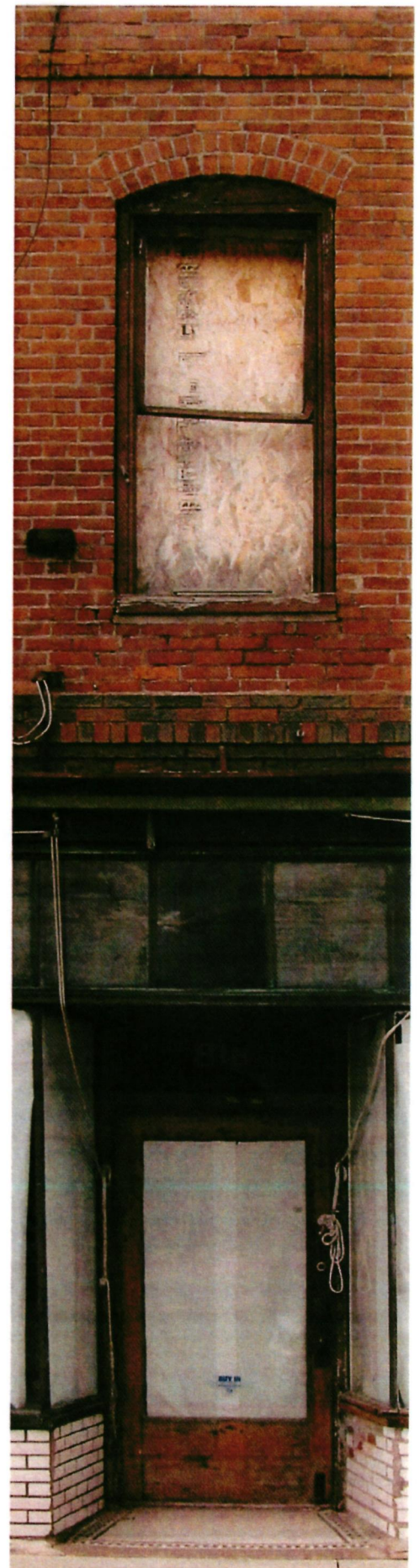
In Main Street communities of every size, an annual priority is to fill empty storefronts. This is not just doing the current building owner a favor. A building sitting empty for one year has a significant negative impact on the local economy.

As an example, let's look at an empty building that could hold a midsize business. Let's say a potential business tenant sells \$250,000 in goods annually, pays typical rents in a Main Street Iowa community and has typical local expenditures. For every year the building does not hold that business or a similar-sized enterprise, it costs the community \$222,340. Buildings that stand empty lose money — not just for the building owner, but for local and state governments, utility companies, banks, suppliers and services, media and workers.

### Costs to the Community

<b>Building Owner</b>	\$8,400 in rents \$5,040 in property value
<b>Local Government</b>	\$100 in property tax \$5,000 in sales tax
<b>State Government</b>	\$15,000 in sales tax
<b>Utility Companies</b>	\$4,700 for utilities, telephone and internet
<b>Banks</b>	\$39,500 in loan demand \$2,200 in bank fees and interest \$17,000 in deposits
<b>Suppliers</b>	\$1,300 in maintenance and repairs \$500 in printing and copying \$900 in supplies
<b>Professional Services</b>	\$2,700 in insurance premiums \$900 in legal and accounting fees \$500 in property management fees
<b>Media</b>	\$6,200 in advertising, marketing and PR expenditures
<b>Workers</b>	\$56,800 as employees of that business \$31,500 in business owner's compensation and profit \$24,100 workers elsewhere in the community

*SOURCE: Estimates of the cost of an empty building were based, in part, on RMA® Annual Statement Studies.*



<b>City of Ottumwa Boards and Commissions</b>			
* Denotes Chair			
<b>Airport Advisory Board</b>			
Fourth Tuesday of each Month; 1:30 PM at Airport Terminal Bldg			
Members: 5 (Term: 3 Years)			
	Exp	Terms	
Quinn, Dan	10/1/2024	2	2018-2024
Hammack, Brian	10/1/2025	2	2021-2025
Roberts, Dan	10/1/2025	1	2022-2025
Palen, Newell	10/1/2026	1	2023-2026
Hull, Tom	10/1/2024	2	2018-2024
Council Representation:			
<b>Board of Library Trustees</b>			
Second Monday each Month; 5:00 PM at 102 W. Fourth			
Members: 5 (Term: 6 Years)			
	Exp	Terms	
*Kramer, Joyce	7/1/2029	3	2011-2029
Lemberger, LeAnn	7/1/2024	1	2021-2024
Hernandez, Himar	7/1/2025	1	2023-2025
Rohach, Jo	7/1/2027	2	2015-2027
Mitchell, Ryan	7/1/2027	1	2023-2027
Council Representation:			
<b>Cemetery Trustees</b>			
First Wednesday each Month; 9:00 AM at City Hall			
Members: 7 (Term: 7 Years)			
	Exp	Terms	
Frimml, Terri	7/1/2025	2	2011-2025
Hemmings, Roger	7/1/2026	1	2019-2026
Hansen, William	7/1/2027	2	2019-2027
Carlson, James	7/1/2028	1	2023-2028
Snell, Robert	7/1/2029	2	2015-2029
*Hunolt, John	7/1/2030	3	2011-2030
Millard, Connie	7/1/2024	1	2020-2024
Council Representation:			
<b>Civil Service Commission</b>			
As called by Chair; 4th Wednesday each Month; 3:00 PM at City hall			
Members: 3(Term: 4 Years)			
	Exp	Terms	Residents of City
Youngman, Ann	4/5/2024	2	2016-2024
Gardner, Amy	4/5/2025	1	2021-2025
*Wilson, Xavier (Ed)	4/1/2026	3	2014-2026
Council Representation:			



<b>Historic Preservation Commission</b>							
Fourth Wednesday each Month; 7:00 PM at City Hall							
Members: 5(Term: 3 Years)						Residents of City	
	Exp	Terms					
Olson, Wes	1/1/2026	2	2022-2026				
*Wilhoit, Dennis	1/1/2026	2	2019-2026				
Swanson, Robert	1/1/2025	2	2021-2025				
Naumann, Molly Myers	1/1/2025	1	2022-2025				
VACANT							
Council Representation:							
<b>Human Rights Commission</b>							
Second Monday each Month; 5:30 PM at City Hall							
Members: 9(Term: 3 Years)						Residents of City	
	Exp	Terms					
Hernandez, Amy Norris	7/1/2026	2	2022-2026				
Davis, Gaylon	7/1/2026	2	2022-2026				
Wilson, Nathan	7/1/2026	2	2022-2026				
Pope, Jacquelyn	7/1/2024	1	2022-2024				
Reiter, Dr. Peter	7/1/2024	1	2022-2024				
Wolfing, Marlana	7/1/2024	1	2022-2024				
*Fenner, John	7/1/2025	1	2022-2025				
Johnson, Connie	7/1/2025	1	2022-2025				
Wirfs, Sandra	7/1/2025	1	2022-2025				
Council Representation:							
<b>Inspection Board of Review</b>							
Meetings as called by Chair							
Members: 5 (Term: 5 Years)							
	Exp	Terms					
*Reiter, Mary Ann	1/18/2026	3	2011-2026				
Person, Dale	1/18/2027	3	2011-2027				
Merringer, Mark	1/18/2028	3	2013-2028				
McDowell, Bob	1/18/2024	3	2012-2024				
Maher, Tom	1/18/2025	1	2020-2025				
Council Representation:							
<b>Ottumwa Housing Authority</b>							
Meetings Last Monday of Each Month; 1:00 PM at OHA Office							
Members: 5(Term: 2 Years)							
	Exp	Terms					
Youngman, Ann	11/11/2024	2	2021-2024				
Hopkins, Cindy Kurtz	11/11/2024	1	2023-2024				
Sammons, Mike	11/22/2024	2	2020-2024				
*Walker, Leisa	11/22/2025	3	2020-2025				
Stewart, Tom	11/22/2025	1	2023-2025				

Council Representation:							
<b>Ottumwa Public Safety Advisory Committee</b>							
Meetings Quarterly; at City Hall							
Members: 6(Term: 3 Years)							
	Exp	Terms					
Gingrich-Slonaker, Shirley	10/1/2025	5	2011-2025				
Miller, Allison	10/1/2024	1	2022-2024				
Tiegs, Sandi	10/1/2026	5	2011-2026				
Curran, Brenda	10/1/2024	1	2023-2024				
VACANT							
VACANT							
Council Representation:							
<b>Parks Advisory Board</b>							
Meetings Second Tuesday Each Month; 4:30 PM City Hall							
Members: 5(Term: 5 Years)							
	Exp	Terms					
*Konrad, Wesley	9/29/2027	3	2017-2027				
Reynolds, Jennifer	9/29/2027	1	2022-2027				
Hellige, Kim	4/19/2028	3	2013-2028				
Allen, Landon	8/16/2028	2	2022-2028				
Cecil, David	11/1/2028	3	2016-2028				
Council Representation:							
<b>Planning &amp; Zoning Commission</b>							
Meetings First Monday Each Month; 7:00 PM City Hall							
Members: 9(Term: 5 Years)							
	Exp	Terms					
McFarland, Rick	4/1/2026	2	2020-2026				
Manson, Chuck	4/1/2027	3	2012-2027				
Hutton, Debra	4/1/2027	3	2015-2027				
Bossou, David	4/1/2026	1	2021-2026				
*Noreuil, Ashley	4/1/2024	1	2021-2024				
Lazio, Peg	4/1/2024	1	2019-2024				
McDonough, Michael	4/1/2024	1	2021-2024				
VACANT							
VACANT							
Council Representation:							

<b>Waterworks Board of Trustees</b>			
Meetings Third Tuesday Each Month; 4:00 PM			
Members: 5 (Term: 6 Years)			Residents of City
	Exp	Terms	
Kelley, Buddy	7/22/2028	1	2023-2028
*Wilson, Xavier (Ed)	7/22/2024	2	2014-2024
Fisher, Madonna	7/22/2025	2	2018-2025
Manson, Chuck	7/22/2026	2	2016-2026
VACANT			
Council Representation:			
<b>Zoning Board of Adjustment</b>			
Meetings Second Wednesday Each Month; 11:00 AM City Hall			
Members: 5(Term: 5 Years)			
	Exp	Terms	
*Mitchell, Ryan	12/12/2025	1	2020-2025
Perry, Stephanie	12/12/2026	1	2022-2026
Kern, Carolee	12/12/2023	2	2014-2023
Ohlinger, John	12/12/2024	2	2018-2024
VACANT			
Council Representation:			

**Chris Reinhard**

---

**From:** Kristine Stone <kstone@Ahlerslaw.com>  
**Sent:** Wednesday, December 27, 2023 3:01 PM  
**To:** Chris Reinhard; Philip Rath  
**Subject:** Board and commissions  
**Attachments:** Ottumwa Boards and Commissions (02292176x7F7E1).docx

Chris & Phil,

Attached is a quick outline of the Iowa Code provisions applicable to the city's boards and commissions. I would like to review any proposed changes to the boards and commissions before formal approval by the council, just to make sure I haven't overlooked anything.

**Kristine Stone**  
SHAREHOLDER



Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: (515) 246-0314 | Fax: (515) 243-2149

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## Ottumwa Boards and Commissions

### 1. Airport Advisory Board

- a. Iowa Code sec. 392.1: If the council wishes to establish an administrative agency, it shall do so by an ordinance which indicates the title, powers, and duties of the agency, the method of appointment or election, qualifications, compensation, and term of members, and other appropriate matters relating to the agency. The title of an administrative agency must be appropriate to its function. The council may not delegate to an administrative agency any of the powers, authorities, and duties prescribed in subchapter V of chapter 384 or in chapter 388, except that the council may delegate to an administrative agency established for the purpose of operating an airport any of its powers and duties prescribed in subchapter V of chapter 384, and the council may delegate to an administrative agency power to establish and collect charges, and disburse the moneys received for the use of a city facility, including a city enterprise, as defined in section 384.24, if the delegation to an administrative agency is strictly subject to the limitations imposed by the revenue bonds or pledge orders outstanding which are payable from the revenues of the city enterprise. Except as otherwise provided in this chapter, the council may delegate rulemaking authority to the agency for matters within the scope of the agency's powers and duties, and may prescribe penalties for violation of agency rules which have been adopted by ordinance. Rules governing the use by the public of any city facility must be made readily available to the public.

### 2. Board of Library Trustees

- a. Iowa Code sec. 392.5(3): a. A proposal to alter the composition, manner of selection, or charge of a library board, or to replace it with an alternate form of administrative agency, is subject to the approval of the voters of the city. b. The proposal may be submitted to the voters at any city election by the council on its own motion. Upon receipt of a valid petition as defined in section 362.4, requesting that a proposal be submitted to the voters, the council shall submit the proposal at the next regular city election. A proposal submitted to the voters must describe with reasonable detail the action proposed. c. If a majority of those voting approves the proposal, the city may proceed as proposed. d. If a majority of those voting does not approve the proposal, the same or a similar proposal may not be submitted to the voters of the city for at least four years from the date of the election at which the proposal was defeated.

### 3. Cemetery Trustees

- a. Administrative agency pursuant to Iowa Code sec. 392.1.

### 4. Civil Service Commission

- a. Iowa Code sec. 400.1: In cities having a population of eight thousand or over and having a paid fire department or a paid police department, the mayor, one year after a regular city election, with the approval of the council, shall appoint three civil service commissioners. The mayor shall publish notice of the names of persons selected for appointment no less than thirty days prior to a vote by the city council. Commissioners shall hold office, one until the first Monday in April of the second year, one until the first Monday in April of the third year, and one until the first Monday in April of the fourth year after such appointment, whose successors shall be appointed for a term of four

years. In cities having a population of more than seventy thousand, the city council may establish, by ordinance, the number of civil service commissioners at not less than three.

- b. Iowa Code sec. 400.2: The commissioners must be citizens of Iowa, eligible electors as defined in chapter 39, and residents of the city preceding their appointment, and shall serve without compensation. A person, while on the commission, shall not hold or be a candidate for any office of public trust. However, when a human rights commission has been established by a city, the director of the commission shall ex officio be a member, without vote, of the civil service commission.
5. Historic Preservation Commission
    - a. Iowa Code sec. 303.34(3): A city may provide by ordinance for the establishment of a commission to deal with matters involving areas of historical significance but shall provide by ordinance for such commission upon the enactment of the ordinance designating an area as an area of historical significance as required in subsection 4. Upon the establishment of the commission the city shall provide by ordinance for the method of appointment, the number, and terms, of members of the commission and for the duties and powers of the commission. The commission shall contain not less than three members. The members of the commission shall be appointed with due regard to proper representation of residents and property owners of the city and their relevant fields of knowledge including but not limited to history, urban planning, architecture, archaeology, law, and sociology. At least one resident of each designated area of historical significance shall be appointed to the commission.
  6. Human Rights Commission
    - a. Iowa Code sec. 216.19 says if a city has a population of 29,000 or greater, a local civil rights commission is required. Such commission shall operate consistent with commission rules adopted pursuant to chapter 17A.
    - b. Because Ottumwa's population is below 29,000, it has more flexibility in its human rights commission.
  7. Inspection Board of Review
    - a. Uniform codes may dictate makeup of this board. If not, it is a general administrative agency pursuant to 392.1.
  8. Ottumwa Housing Authority
    - a. Iowa Code sec. 499A.102: A local housing authority may be created to encourage and assist the formation of housing cooperatives under this chapter. The following persons are authorized to form an authority, separately, or in combination with other authorized persons: a. A city. b. A county. c. A nonprofit community organization. d. A nonprofit religious organization.
  9. Ottumwa Public Safety Advisory Committee
    - a. General administrative agency pursuant to 392.1.
  10. Parks Advisory Board
    - a. General administrative agency pursuant to 392.1.
  11. Planning and Zoning Commission
    - a. Iowa Code ch. 414 does not include a specific size or make-up for zoning commission
    - b. City has not extended zoning jurisdiction beyond city limits and Iowa Code sec. 414.23(2) is therefore not applicable

## 12. Waterworks Board of Trustees

- a. Iowa Code sec. 388.2(1)(a): The proposal of a city ... to establish or discontinue a utility board, is subject to the approval of the voters of the city, except that a board may be discontinued by resolution of the council when the city utility, city utilities, or combined utility system it administers is disposed of or leased for a period of over five years.
- b. Iowa Code sec. 388.1(d): A proposal for the establishment of a utility board must specify a board of either three or five members.
- c. Iowa Code sec. 388.3:
  - i. If a proposal to establish a utility board receives a favorable majority vote, the mayor shall appoint the board members, as provided in the proposal, subject to the approval of the council. The council shall by resolution provide for staggered six-year terms for, and shall set the compensation of, board members.
  - ii. A board member appointed to fill a vacancy occurring by reason other than the expiration of a term is appointed for the balance of the unexpired term.
  - iii. A public officer or a salaried employee of the city shall not serve on a utility board.
  - iv. Any person appointed as a board member of a utility board pursuant to this section may be removed from office by the mayor with the unanimous approval of the city council for any of the following reasons:
    1. For any reason enumerated in section 66.1A.
    2. For habitual nonattendance of board meetings.
  - v. A removal pursuant to this section shall begin with a written notice, sent by certified mail to the board member stating the grounds for removal, with a copy of the notice filed with the city clerk. The board member shall be entitled to a public hearing within thirty days of the mailing of the notice, on all issues connected with the removal, unless the board member requests a later date. After the passage of thirty days or after the public hearing described provided by this subsection, the city council shall vote on whether to approve the removal of the board member.

## 13. Zoning Board of Adjustment

- a. Iowa Code sec. 414.8: The board of adjustment shall consist of five, seven, or nine members as determined by the council. Members of a five-member board shall be appointed for a term of five years, excepting that when the board shall first be created one member shall be appointed for a term of five years, one for a term of four years, one for a term of three years, one for a term of two years, and one for a term of one year. Members of a seven-member board shall be appointed for a term of five years, except when the board shall first be created two members shall be appointed for a term of five years, two members for a term of four years, one for a term of three years, one for a term of two years, and one for a one-year term. Members of a nine-member board shall be appointed for a term of five years, except when the board shall first be created three members shall be appointed for a term of five years, two members for a term of four years, two for a term of three years, one for a term of two years, and one for a one-year term. A five-member board shall not carry out its business without having three members present, a seven-member board shall not carry out its business without having

four members present, and a nine-member board shall not carry out its business without having five members present. A majority of the members of the board of adjustment shall be persons representing the public at large and shall not be involved in the business of purchasing or selling real estate. Members shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

- b. City has not extended zoning jurisdiction beyond city limits and Iowa Code sec. 414.23(2) is therefore not applicable



**Election Costs for City of Ottumwa**

<b>2023</b>			Voter Turnout	Voter Turnout
Primary	not invoiced	10/10/2023		1266
City	not invoiced	11/7/2023		2995
<b>2021</b>			Mayor	Council
Primary	\$ 13,607.72	5-Oct-21	1239	3363
City	\$ 4,028.15	2-Nov-21	3315	8624
<b>2019</b>			Mayor	Council
Primary	\$ 11,417.27	10/8/2019		
City	\$ 6,092.43	11/5/2019		
<b>2017</b>			Mayor	Council
Primary	\$ 11,636.63	10/10/2017		
City	\$ 11,105.69	11/7/2017		
<b>2015</b>			Mayor	Council
Primary	\$ 11,818.91	10/6/2015	1363	
City	\$ 11,103.95	11/3/2015	1797	676



# WAPELLO COUNTY, IOWA ELECTIONS

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[Past Elections](#)

[Sample Ballots](#)

[Precinct Election Officials](#)

[Types of Elections](#)

## General Election

A General Election is the election in which federal and state officers, members of Congress and of the general assembly, county and township officers, and other officers appear on the ballot. General Elections are held the 1st Tuesday after the 1st Monday in November of each even-numbered year.

## Primary Election

The Primary Election is an election to determine which candidates will qualify for the General Election for a given party. In Iowa you must be a member of the political party of which you wish to vote for in order to participate. This is known as a "closed primary." The primary election is held on the 1st Tuesday following the 1st Monday in June of each even-numbered year.

## Special Election

A Special Election is any election that is not regularly scheduled. A special election may be held for any purpose authorized or required by law; often to fill a vacancy or for a public measure.

## Caucus

The Iowa Caucuses are most commonly known for the role they play in selecting each political party's nominee for president every four years. Under Iowa law, the Iowa Caucuses are the first event in the presidential nomination season in the country. The Caucuses are also held in non-presidential even numbered years and serve mainly for the purpose of selecting local party leadership and delegates to the party's conventions. The Caucuses are under the direction of the different state political parties and the Election Department within the Auditor's Office plays no role in their administration.

## City/School Election



# WAPELLO COUNTY, IOWA ELECTIONS

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election would be held in October to determine the candidates for the regular city election in November. A School Election is an election to select School Board members for school districts within Wapello County.

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## Wapello County Auditor

Wapello County Courthouse  
101 W. 4th St.  
Ottumwa, IA 52501

[Contact Us](#)

[Accessibility](#)

[Wapello County Website](#)

## Office Hours


Monday - Friday  
8:00am to 4:30pm

## Phone Number

Office: (641) 683-0020

Select Language

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Summary Results Report  
City Primary  
October 10, 2023

OFFICIAL RESULTS  
Wapello County, Iowa

**Statistics**

	TOTAL
Election Day Precincts Reporting	10 of 10
Precincts Complete	10 of 10
Precincts Partially Reported	0 of 10
Absentee/ Early Precincts Reporting	10 of 10
Registered Voters - Total	13,949
Ballots Cast - Total	723
Ballots Cast - Blank	1
Voter Turnout - Total	5.18%

**City of Ottumwa - Council Member**

Vote For 2

	TOTAL
Joe Damerval	229
Marcla McDaniel	94
Bill Hoffman Jr.	324
Cyan Bossou	293
Keith D. Caviness	316
Write-In Totals	10
<b>Total Votes Cast</b>	<b>1,266</b>
Overvotes	4
Undervotes	176

**STATE OF IOWA**

**ABSTRACT OF VOTES**

**Wapello County, Iowa**

We, the undersigned Members of the Board of Supervisors and ex-officio Board of County Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the Wapello County City School Election held on the 7th day of November, 2023, as shown by the tally lists returned from the election precincts.

**Council Member-Ottumwa**


Joe Damerval	Received six hundred forty-three (643) votes
Bill Hoffman Jr.	Received eight hundred eighty-three (883) votes
Cyan Bossou	Received six hundred seventy-one (671) votes
Keith D. Caviness	Received seven hundred eighty-one (781) votes
<b>CANDIDATE TOTAL</b>	<b>Two thousand nine hundred seventy-eight (2978) votes</b>
SCATTERING	Seventeen (17) votes
TOTAL	Two thousand nine hundred ninety-five (2995) votes

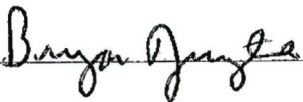
**We therefore declare:**


Bill Hoffman Jr. and Keith D. Caviness duly elected to the office of council member for the term of 4 years.


**IN TESTIMONY WHEREOF**, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Ottumwa, the county seat of Wapello County, this 14th day of November, 2023.

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_

  
\_\_\_\_\_  
Members of the Board of Supervisors and ex-officio County Board of Canvassers

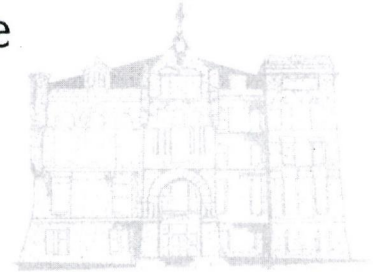
Attest:   
\_\_\_\_\_  
County Auditor and Clerk of the Board of Supervisors

# Wapello County Auditor's Office

KELLY SPURGEON  
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy  
Dawn Mitchell - Real Estate Deputy  
Danielle Weller - Elections Deputy

COURTHOUSE  
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518  
PHONE 641-683-0020 FAX 641-683-0053



841-M\*

February 8, 2022

Chris Reinhard  
Ottumwa City Clerk  
105 E. 3rd. St  
Ottumwa, IA 52501

Listed below are the costs incurred in the City Primary Election held in Ottumwa on October 5, 2021.  
Please remit the total as shown below.

ES&S Programming	3481.60
Ballot Stock & Printing	2653.04
Newspaper Publication	290.72
Rent for Precinct	300.00
Election Workers	5827.32
Miscellaneous Election Supplies	1055.04

Total \$ 13,607.72

Thank you,  
Danielle Weller  
Wapello County Elections Deputy

001-6-620-6413

OK to pay - Chris Reinhard  
2.11.2022

STATE OF IOWA

ABSTRACT OF VOTES

Wapello County, Iowa

We, the undersigned Members of the Board of Supervisors, and ex-officio Board of County Canvassers, for Wapello County, hereby certify the following to be a true and correct abstract of the votes cast in this county at the 2021 City Primary Election held on the 5th day of October, as shown by the tally lists returned from the election precincts.

City of Ottumwa - Mayor

Robert LaPoint	Received one hundred thirty-eight (138) votes
Rick Johnson	Received five hundred eighty-five (585) votes
Rick Bick	Received five hundred eleven (511) votes
<b>Candidate Total</b>	<b>One thousand two hundred thirty-four (1234) votes</b>
Scattering	Received five (5) votes
TOTAL	One thousand two hundred thirty-nine (1239) votes

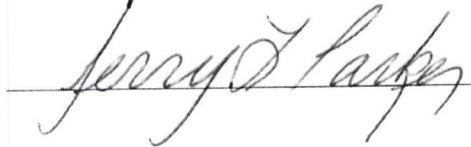
We therefore declare:


Rick Johnson and Rick Bick duly nominated to go on to the City/School Election on November 2, 2021.

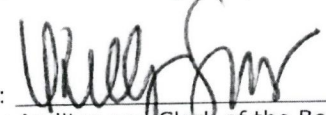
**IN TESTIMONY WHEREOF**, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Ottumwa, the county seat of Wapello County, this 7th day of October, 2021.

  
Chairperson



  
Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest:   
County Auditor and Clerk of the Board of Supervisors

STATE OF IOWA

ABSTRACT OF VOTES

Wapello County, Iowa

We, the undersigned Members of the Board of Supervisors, and ex-officio Board of County Canvassers, for Wapello County, hereby certify the following to be a true and correct abstract of the votes cast in this county at the 2021 City Primary Election held on the 5th day of October, as shown by the tally lists returned from the election precincts.

City of Ottumwa - Council Member

Cara Galloway	Received five hundred sixteen (516) votes
Mitch Niner	Received two hundred seven (207) votes
Douglas David McAntire	Received six hundred fifty-five (655) votes
Sandra G. Pope	Received five hundred seventy-nine (579) votes
Brad Stines	Received one hundred fifty-eight (158) votes
Russ Hull	Received two hundred thirty-two (232) votes
Ashley Noreuil	Received three hundred forty-one (341) votes
Matthew E. Pringle	Received four hundred thirty-three (433) votes
LeRoy A. Hanna Jr.	Received two hundred twenty-eight (228) votes
<b>Candidate Total</b>	<b>Three thousand three hundred forty-nine (3349) votes</b>
Scattering	Received fourteen (14) votes
<b>TOTAL</b>	<b>Three thousand three hundred sixty-three (3363) votes</b>

We therefore declare:

Douglas David McAntire, Sandra G. Pope, Cara Galloway, Matthew E. Pringle, Ashley Noreuil and Russ Hull duly nominated to go on to the City/School Election on November 2, 2021.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Ottumwa, the county seat of Wapello County, this 7th day of October, 2021.

*Wayne A. Hunt*  
\_\_\_\_\_  
Chairperson

*Jerry T. Parker*  
\_\_\_\_\_

*R. B. M.*  
\_\_\_\_\_  
Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest: *[Signature]*  
\_\_\_\_\_  
County Auditor and Clerk of the Board of Supervisors



Summary Results Report  
City Primary Election  
October 5, 2021

UNOFFICIAL RESULTS

Wapello County, Iowa

**City of Ottumwa - Mayor**

Vote For 1

	TOTAL
Robert LaPoint	138
Rick Johnson	585
Rick Bick	511
Write-In Totals	5
<b>Total Votes Cast</b>	<b>1,239</b>
Overvotes	2
Undervotes	27
Contest Totals	1,268

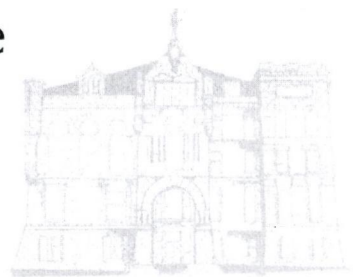
**City of Ottumwa - Council Member**

Vote For 3

	TOTAL
Jara Galloway	516
Mitch Niner	207
Douglas David McAntire	655
Sandra G. Pope	579
Brad Stines	158
Russ Hull	232
Ashley Noreuil	341
Matthew E. Pringle	433
LeRoy A. Hanna Jr.	228
Write-In Totals	14
<b>Total Votes Cast</b>	<b>3,363</b>
Overvotes	0
Undervotes	441
Contest Totals	3,804

# Wapello County Auditor's Office

KELLY SPURGEON  
COMMISSIONER OF ELECTIONS



Teresa Baker - Payroll Deputy  
Dawn Mitchell - Real Estate Deputy  
Danielle Weller - Elections Deputy

COURTHOUSE  
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518  
PHONE 641-683-0020 FAX 641-683-0053



February 8, 2022

Chris Reinhard  
Ottumwa City Clerk  
105 E. 3rd. St  
Ottumwa, IA 52501

Listed below are the costs incurred in the City/School Election held in  
Ottumwa on November 2, 2021.

Please remit the total as shown below.

ES&S Programming	314.68
Ballot Stock & Printing	1394.23
Newspaper Publication	30.53
Rent for Precinct	100.02
Election Workers	1686.86
Miscellaneous Election Supplies	501.83

Total \$ 4,028.15

001-6-620-6413

OK to pay - Chris Reinhard  
2-11-2022

Ottumwa

**STATE OF IOWA**

ABSTRACT OF VOTES

**Wapello County, Iowa**

We, the undersigned Members of the Board of Supervisors and ex-officio Board of County Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the Wapello County City/School Election held on the 2<sup>nd</sup> day of November, 2021, as shown by the tally lists returned from the election precincts.

**Mayor**

Rick Johnson	Received two thousand two hundred seventy-two (2272) votes
Rick Bick	Received one thousand twenty-six (1026) votes
<b>CANDIDATE TOTAL</b>	<b>Three thousand two hundred ninety-eight (3298) votes</b>
SCATTERING	Seventeen (17) votes
TOTAL	Three thousand three hundred fifteen (3315) votes

**We therefore declare:**

Rick Johnson duly elected to the office of mayor for the term of 4 years.

**Council Member**


Cara Galloway	Received one thousand five hundred eighty-nine (1589) votes
Douglas David McAntire	Received one thousand seven hundred thirty-nine (1739) votes
Sandra G. Pope	Received one thousand nine hundred fifty-seven (1957) votes
Russ Hull	Received one thousand one hundred eighty-eight (1188) votes
Ashley Noreuil	Received one thousand one hundred twenty (1120) votes
Matthew E. Pringle	Received nine hundred eighty-five (985) votes
<b>CANDIDATE TOTAL</b>	<b>Eight thousand five hundred seventy-eight (8578) votes</b>
SCATTERING	Forty-six (46) votes
TOTAL	Eight thousand six hundred twenty-four (8624) votes

**We therefore declare:**


Cara Galloway, Douglas David McAntire and Sandra G. Pope duly elected to the office of council member for the term of 4 years.

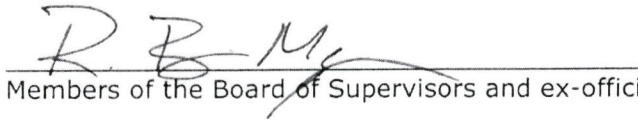
**IN TESTIMONY WHEREOF**, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Ottumwa, the county seat of Wapello County, this 9th day of November, 2021.

  
\_\_\_\_\_

Chairperson

  
\_\_\_\_\_

  
\_\_\_\_\_

Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest:   Deputy Auditor  
County Auditor and Clerk of the Board of Supervisors

Summary Results Report  
City School Election  
November 2, 2021

UNOFFICIAL RESULTS

Wapello County, Iowa

<b>Statistics</b>	<b>TOTAL</b>
Election Day Precincts Reporting	22 of 22
Precincts Complete	22 of 22
Precincts Partially Reported	0 of 22
Absentee/ Early Precincts Reporting	22 of 22
Registered Voters - Total	21,744
Ballots Cast - Total	4,734
Ballots Cast - Blank	0
Voter Turnout - Total	21.77%

Summary Results Report  
 City School Election  
 November 2, 2021

**Mayor City of Eldon**

Vote For 1

	TOTAL
erry L. Potts	115
Write-In Totals	11
<b>Total Votes Cast</b>	<b>126</b>
Overvotes	0
Undervotes	30
Contest Totals	156

**Council Member City of Eldon**

Vote For 2

	TOTAL
Carl Culp	98
Brandon Potts	99
Write-In Totals	41
<b>Total Votes Cast</b>	<b>238</b>
Overvotes	0
Undervotes	74
Contest Totals	312

**Mayor City of Kirksville**

Vote For 1

	TOTAL
Write-In Totals	22
<b>Total Votes Cast</b>	<b>22</b>
Overvotes	0
Undervotes	4
Contest Totals	26

**Council Member City of Kirksville**

Vote For 5

	TOTAL
Karl Wilz	23
Mary McCollum	23
Write-In Totals	60
<b>Total Votes Cast</b>	<b>106</b>
Overvotes	0
Undervotes	24
Contest Totals	130

**Mayor City of Ottumwa**

Vote For 1




	TOTAL
Rick Johnson	2,272
Rick Bick	1,026
Write-In Totals	17
<b>Total Votes Cast</b>	<b>3,315</b>
Overvotes	1
Undervotes	107
Contest Totals	3,423

Summary Results Report  
 City School Election  
 November 2, 2021

UNOFFICIAL RESULTS

Wapello County, Iowa

**Council Member City of Ottumwa**   
 Vote For 3

	TOTAL
Lara Galloway	1,589
Douglas David McAntire	1,739
Jandra G. Pope	1,957
Russ Hull	1,188
Ashley Noreuil	1,120
Matthew E. Pringle	985
Write-In Totals	46
<b>Total Votes Cast</b>	<b>8,624</b>
Overvotes	3
Undervotes	1,642
Contest Totals	10,269

**School Board Member Cardinal SD**  
 Vote For 2

	TOTAL
Andy Noe	325
Timothy Albert	304
Write-In Totals	14
<b>Total Votes Cast</b>	<b>643</b>
Overvotes	0
Undervotes	125
Contest Totals	768

**EBF School District DD #2**  
 Vote For 1

	TOTAL
Micah Van Mersbergen	0
Patrick Powers	10
Write-In Totals	0
<b>Total Votes Cast</b>	<b>10</b>
Overvotes	0
Undervotes	0
Contest Totals	10

**EBF School District DD #6**  
 Vote For 1

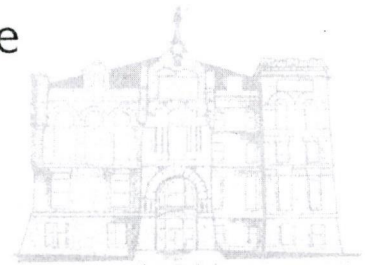
	TOTAL
Curt M. Houk	63
Write-In Totals	5
<b>Total Votes Cast</b>	<b>68</b>
Overvotes	0
Undervotes	5
Contest Totals	73

# Wapello County Auditor's Office

KELLY SPURGEON  
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy  
Dawn Mitchell - Finance Deputy  
Danielle Weller - Elections Deputy

COURTHOUSE  
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518  
PHONE 641-683-0020 FAX 641-683-0053



841-M\*

January 28, 2020

Chris Reinhard  
Ottumwa City Clerk  
105 E. 3rd. St  
Ottumwa, IA 52501

2020 FEB -3 PM 1:53  
OT TUMWA IA

Listed below are the costs incurred in the City Primary Election held in Ottumwa on October 8, 2019.  
Please remit the total as shown below.

ES&S Programming	1807.52
Ballot Stock & Printing	2182.44
Newspaper Publication	153.51
Rent for Precinct	250.00
Election Workers	6320.00
Miscellaneous Election Supplies	703.80

Total \$ 11,417.27

Thank you,

Danielle Weller  
Wapello County Elections Deputy

OK to pay  
Chris Reinhard 2.3.2020

001-6-620-6413



# Wapello County Auditor's Office

KELLY SPURGEON  
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy  
Dawn Mitchell - Finance Deputy  
Danielle Weller - Elections Deputy

COURTHOUSE  
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518  
PHONE 641-683-0020 FAX 641-683-0053



B41-M

January 28, 2020

Chris Reinhard  
Ottumwa City Clerk  
105 E. 3rd. St  
Ottumwa, IA 52501

2020 FEB -3 PM 1:53  
OFFICE OF THE CLERK  
OTTUMWA, IA

Listed below are the costs incurred in the City/School Election held in Ottumwa on November 5, 2019.

Please remit the total as shown below.

ES&S Programming	622.42
Ballot Stock & Printing	1603.27
Newspaper Publication	22.07
Rent for Precinct	125.00
Election Workers	3070.52
Miscellaneous Election Supplies	649.15

Total \$ 6,092.43

OK to pay - Chris Reinhard  
2-3-2020

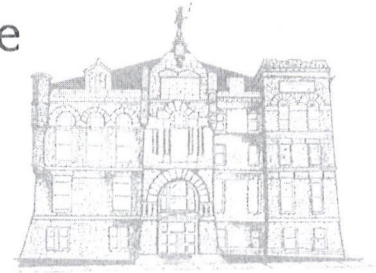
001-6-620-6413

# Wapello County Auditor's Office

KELLY SPURGEON  
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy  
Dawn Mitchell - Finance Deputy  
Danielle Weller - Elections Deputy

COURTHOUSE  
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518  
PHONE 641-683-0020 FAX 641-683-0053



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January 3, 2018

Amanda Valent  
Ottumwa City Clerk  
105 E. 3rd. St  
Ottumwa, IA 52501

Listed below are the costs incurred in the **City Primary Election** held in  
Ottumwa on **October 10, 2017**.

Please remit the total as shown below.

ES&S Programming	1861.60
Ballot Stock & Printing	1951.05
Newspaper Publication	119.12
Rent for Precinct	200.00
Election Workers	6352.83
Miscellaneous Election Supplies	1152.03

Total \$ 11,636.63

Thank you,

*Danielle Weller*  
Danielle Weller

Wapello County Elections Deputy

DBL-6-620-6413

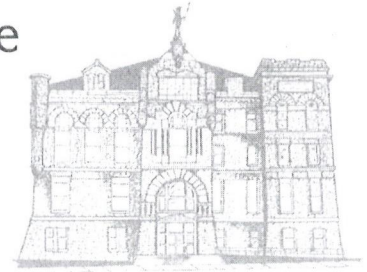
OK aValent 1.9.18

# Wapello County Auditor's Office

KELLY SPURGEON  
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy  
Dawn Mitchell - Finance Deputy  
Danielle Weller - Elections Deputy

COURTHOUSE  
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518  
PHONE 641-683-0020 FAX 641-683-0053



841-MP

January 5, 2018

Amanda Valent  
Ottumwa City Clerk  
105 E. 3rd. St  
Ottumwa, IA 52501

FILED  
2018 JAN -8 PM 1:07  
CITY CLERK  
OTTUMWA, IA

Listed below are the costs incurred in the City Election held in Ottumwa on November 7, 2017.

Please remit the total as shown below.

ES&S Programming	1566.52
Ballot Stock & Printing	1917.00
Newspaper Publication	104.31
Rent for Precinct	200.00
Election Workers	6182.50
Miscellaneous Election Supplies	1135.36

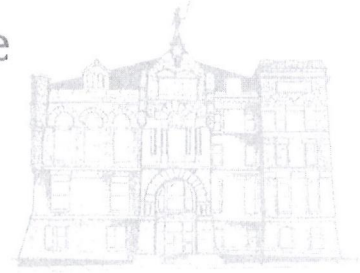
Total \$ 11,105.69

001-6-620-6413

OK Valent 1.9.18

# Wapello County Auditor's Office

KELLY SPURGEON  
COMMISSIONER OF ELECTIONS



Danielle Weller - Elections Deputy  
Teresa Baker - Payroll Deputy  
Tammy Gullett - Finance Deputy

COURTHOUSE  
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518  
PHONE 641-683-0020 FAX 641-683-0053

841-MP

November 16, 2015

Amanda Valent  
Ottumwa City Clerk  
105 E. 3rd. St  
Ottumwa, IA 52501

Listed below are the costs incurred in the City Primary Election held in Ottumwa on October 6, 2015.

Please remit the total as shown below.

ES&S Programming	2501.46
Ballot Stock & Printing	1427.80
Newspaper Publication	153.76
Rent for Precinct	250.00
Election Workers	6181.62
Miscellaneous Election Supplies	1304.27

Total \$ 11,818.91

Thank you,

Danielle Weller  
Wapello County Elections Deputy

001-6-620-6413  
OK avalent  
11.18.15

# City Primary Election Results

<u>10/6/2015</u>		Ottumwa City Council					
Polling Places	Public Count	Don Lewis	Mitch Niner	John JR Richards	Marc E Roe	Victor Streeby	Write-Ins
Pct 1	67	16	28	39	24	22	0
Pct 2	232	51	28	71	133	154	0
Pct 3	232	51	43	57	151	149	0
Pct 4	84	36	25	46	27	24	1
Pct 5	98	29	22	27	52	52	3
Pct 6	97	36	31	43	39	39	0
Pct 7	59	23	27	25	23	11	0
Pct 8	77	34	35	25	24	26	1
Pct 9	169	71	50	66	73	69	2
Pct 10	122	52	42	45	54	38	0
<b>Total</b>	1237	399	331	444	600	584	7
<b>Absentee</b>	126	28	34	36	71	45	0
<b>Grand Totals</b>	1363	427	365	480	671	629	7

Total Voter Turnout: 9.06%

(1 person eliminated for Regular City Election 11-3-2015)

# Wapello County Auditor's Office

KELLY SPURGEON  
COMMISSIONER OF ELECTIONS



Danielle Weller - Elections Deputy  
Teresa Baker - Payroll Deputy  
Tammy Gullett - Finance Deputy

COURTHOUSE  
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518  
PHONE 641-683-0020 FAX 641-683-0053

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December 15, 2015

Amanda Valent  
Ottumwa City Clerk  
105 E. 3rd. St  
Ottumwa, IA 52501

Listed below are the costs incurred in the Regular City Election held in  
Ottumwa on November 3, 2015.

Please remit the total as shown below.

ES&S Programming	2004.01
Ballot Stock & Printing	1228.41
Newspaper Publication	107.43
Rent for Precinct	250.00
Election Workers	6068.54
Miscellaneous Election Supplies	1445.56

Total \$ 11,103.95

001-6-620-643

OK, avalent 12.17.15

# Regular City Election Results

11/3/2015		Ottumwa Mayor		Ottumwa City Council					Agency Mayor		Agency City Council	
Polling Places	Public Count	Tom X Lazio	Write-Ins	Don Lewis	John JR Richards	Marc E Roe	Victor Streeby	Write-Ins	Kevin Snyder	Write-Ins	Todd Nickel	Write-Ins
Pct 1	115	86	6	43	66	50	54	3				
Pct 2	374	335	8	73	122	236	276	1				
Pct 3	350	322	9	71	113	227	259	3				
Pct 4	127	95	10	48	61	47	59	6				
Pct 5	128	99	11	46	36	76	79	2				
Pct 6	148	119	11	57	67	70	79	4				
Pct 7	97	74	10	35	56	56	34	2				
Pct 8	159	119	15	78	73	69	79	1				
Pct 9	274	208	7	92	135	148	157	0				
Pct 10	184	125	9	63	82	102	99	5				
Agency	33								30	0	30	14
Blakesburg												
Chillicothe												
Eddyville												
Eldon												
Kirkville												
Total		1582	96	606	811	1081	1175	27	30	0	30	14
Absentee		215	10	70	104	155	135	0	2	0	2	0
Grand Totals		1797	106	676	915	1236	1310	27	32	0	32	14

# Regular City Election Results

11/3/2015	Public Count	Blakesburg Mayor	Blakesburg City Council	Chillicothe Mayor	Chillicothe City Council									
Blakesburg	95	81	9	35	57	76	76	8	2	12	10	8	12	
Chillicothe	12							8	2	12	10	8	12	4
Eddyville														
Eldon														
Kirkville														
Total		81	9	35	57	76	76	8	2	12	10	8	12	4
Absentee		5	0	2	3	5	5	0	1	0	1	1	1	0
Grand Totals		86	9	37	60	81	81	8	3	12	11	9	13	4



# Regular City Election Results

11/3/2015		Eddysville Mayor		Eddysville City Council		Eldon Mayor		Eldon City Council								
Polling Places	Public Count	John Simmers	Write-Ins	Dwight Lobberecht	Write-Ins	Jerry Lee Potts	Write-Ins	David Bowen	Craig Brown	Patti Durlinger	Roger Gosnell	Michael R Harville	Michael McClure	Jerry L Potts	Shirley Ann Stacey	Write-Ins
Pct 1																
Pct 2																
Pct 3																
Pct 4																
Pct 5																
Pct 6																
Pct 7																
Pct 8																
Pct 9																
Pct 10																
Center																
Agency																
Blakesburg																
Chillicothe																
Eddysville	78	60	12	57	67	87	39	66	122	119	83	36	96	94	84	6
Eldon	163															
Kirkville																
Total		60	12	57	67	87	39	66	122	119	83	36	96	94	84	6
Absentee		0	0	0	0	2	0	2	2	2	0	0	2	0	2	0
Grand Totals		60	12	57	67	89	39	68	124	121	83	36	98	94	86	6

# Regular City Election Results

11/3/2015		Kirkville Mayor		Kirkville City Council			
Polling Places	Public Count	Jesse Fridley Jr	Write-Ins	John Fridley	Paula Hurley	Bill Ragen	Write-Ins
Pct 1							
Pct 2							
Pct 3							
Pct 4							
Pct 5							
Pct 6							
Pct 7							
Pct 8							
Pct 9							
Pct 10							
Agency							
Blakesburg							
Chillicothe							
Eddyville							
Eldon							
Kirkville	28	25	1	26	24	27	31
Total		25	1	26	24	27	31
Absentee		0	1	0	0	1	4
Grand Totals		25	2	26	24	28	35

Total Absentee Count: 264  
 Total Public Count: 2629  
 Total Voter Turnout: 15.40%

### PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

I, Martin Cody, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement Summary of Ordinance No. 3077-2015 This ordinance amends Chapter 2, Administration

City of Ottumwa \_\_\_\_\_ hereto attached was published in said newspaper for 1 consecutive weeks to-wit:

6/24/2015

Subscribed and sworn to before me, and in my presence, by the said

24th day of June, 2015



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$5.49

### COPY OF ADVERTISEMENT

SUMMARY OF ORDINANCE NO. 3077-2015 This ordinance amends Chapter 2, Administration, by deleting Section 2-1(e) and inserting a new Section 2-1(e), of the Municipal Code of the City of Ottumwa, Iowa, by stating the mayor is elected at large for a term of four years. This ordinance was adopted by the Ottumwa City Council June 16, 2015. The entire text may be inspected Monday through Friday, 8:00 A. M. to 4:30 P.M. at the City Clerk's Office, 105 E. Third St., Ottumwa, IA. The provisions of this ordinance shall be effective upon publication of this summary.

Summ ord 3077: 4yr. Mayor Term

ORDINANCE NO. 3077-2015

AN ORDINANCE AMENDING CHAPTER 2, ENTITLED ADMINISTRATION, BY DELETING SECTION 2-1(e), AND INSERTING NEW SECTION 2-1(e) OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA , AS SET FORTH HEREAFTER

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

SECTION ONE: The Municipal Code of the City of Ottumwa, Iowa is hereby amended by deleting Section 2-1(e) and inserting new Section 2-1(e), entitled Charter.

**Section 2-1 (e). Number and term of office.**

(e) The mayor is elected at large for a term of four years. The city council consists of five council members elected at large for terms of four years. The three council members receiving the largest number of votes in the November 1990 election shall be elected for terms of four years. The next two vote-getters shall be elected for a term of two years. Thereafter, all council members shall be elected for terms of four years.

SECTION TWO: All ordinances or parts of ordinances or provisions in the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) in conflict herewith are hereby repealed.

Passed on its first consideration on the 19<sup>th</sup> day of May, 2015.

Passed on its second consideration on the 2<sup>nd</sup> day of June, 2015.

Requirement of consideration and vote at two prior council meetings suspended on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Final passage and adoption on the 16<sup>th</sup> day of June, 2015.

CITY OF OTTUMWA, IOWA

Tom X. Lazio  
Tom X. Lazio, Mayor

\_\_\_\_\_ No action taken by Mayor.

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Tom X. Lazio, Mayor

\_\_\_\_\_ Repassed and adopted over the veto the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

By: *Amanda Valent*  
Amanda Valent, City Clerk

\_\_\_\_\_ Repassed and adopted over the veto the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

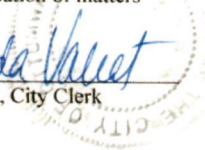
\_\_\_\_\_ Veto affirmed, no timely vote taken to repass over veto.

ATTEST

By: *Amanda Valent*  
Amanda Valent, City Clerk

I, Amanda Valent, City Clerk, do hereby state that a Summary of the foregoing Ordinance No. 3077-2015 was on the 24<sup>th</sup> day of June, 2015 published in the Ottumwa Courier, a newspaper of general circulation published in the City of Ottumwa, Iowa, said Ottumwa Courier being the official newspaper for publication of matters required to be made public by the City of Ottumwa, Iowa.

*Amanda Valent*  
Amanda Valent, City Clerk



OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 17  
Council Chambers, City Hall

May 19, 2015  
6:30 O'clock P.M.

Present were Council Member Dalbey, Meyers, Niner, Richards, Stevens, and Mayor Lazio.

Meyers moved, seconded by Niner to approve the following consent agenda items: Minutes from Reg. Mtg. No. 16 on May 5, 2015 as presented; April financial statement and payment of bills as submitted by the Finance Dept.; Res. No. 125-2015, setting a public hearing on the intent to dispose of City owned property described as part of Lot 16 in Seth Richards Addition to Eric Payne; Res. No. 129-2015, setting a public hearing on the proposed Development Agreement and proposed transfer of the South 40 feet of vacated Grant Street in Ottumwa to Jason Blunt; Res. No. 137-2015, approving the contract, bond, and certificate of insurance for the Asphalt Street Repair Program 2015; Res. No. 138-2015, accepting the work as final and complete and approving final pay request for the Installation of a 60 inch RCP Culvert under Highway 34 for the 2014 Stormwater Pump Station Improvements Project; Res. No. 139-2015, accepting the work as final and complete and approving final pay request for the Bridge View Center Building Repairs (Items 1A, Alt #1, Alt #2 and 1C); Beer and/or liquor applications for Kum & Go #37, 2508 N. Court, Front Runners, 837 Church St., with outdoor service area; Eagles #114, 109 S. Green St., American Legion OB Nelson #3, 550 W. Main St., Kum & Go #38, 534 Church St., Taqueria Juquilita, 624 E. Main St., The Owl's Nest, 116 S. Court, Bridge City Bowl/Party To Go, Beach Ottumwa, temporary outdoor service area, 5/21-25/15; all applications pending final inspections. Mayor Lazio said the Beach Task Force will be hosting a party at the Beach Ottumwa Friday, May 22, 2015 from 5:00 P.M. – 9:00 P.M. Food and alcohol will be served and there will be a live band, but there will be no swimming. The party will be a fundraiser for the Beach. Council Member Stevens thanked Norris Asphalt for their work on Quincy Ave. All ayes.

Richards moved, seconded by Stevens to approve the agenda as presented. All ayes.

Mayor Lazio inquired if anyone from the audience wished to address an item on the agenda. Robert LaPoint, 525 Ray Street, wanted to speak on Item No. I-1, Ord. No. 3077-2015: Term of Mayor.

City Admin. Helfenberger reported there will be a Special City Council meeting on Tuesday, May 26, 2015 at 5:00 P.M. in Council Chambers. Items to be discussed will be two-way traffic from Kitterman to BP and a proposed animal ordinance.

Mayor Lazio recognized the work of Evans Students at the Fire & Ice Event at the Ottumwa Fire Station. The event raised \$800.00 that will go toward the purchase of smoke alarms.

Dir. of Health, Inspections, Plan/Zoning, Solid Waste, and Recycling introduced the newest addition to the Plan/Zoning Dept., Derek Silverthorn.

Dir. of Health, Inspections, Plan/Zoning, Solid Waste, and Recycling presented Certificates of Appreciation to Make Ottumwa Shine Volunteers. Those recognized were Ottumwa John Deere Works, Job Corps, Jennifer Findley, Amy & Connie Hazelwood, and Michael Schafer.

Ottumwa Transit Dir. Silverio reported 39,243 rides were recorded last quarter with 2,321 of those rides given to elderly citizens, 8,406 were disabled riders, and there were 2 DOT requests. The bus

advertisement program is successful bringing in \$2,250 of revenue. Transit was invited to the Iowa Dept. of the Blind event to promote the services provided by Transit to those who may not know about the services offered. Mr. Silverio said the Transit Dept. will assume the bus bench program instead of contracting out the service. Funds will be obtained through a grant or the Dept. of Transportation. Each bench could bring in potential revenue of \$600.00 per year. The current ideal is maximum of 20 benches. Mr. Silverio highlighted employment struggles, the need to keep hours down for drivers, and maintain current services.

Niner moved, seconded by Richards to adopt Policy No. 56-2015, Cell Phone Policy, effective May 19, 2015. All ayes.

Richards moved, seconded by Meyers to adopt Policy No. 57-2015, Credit Card Policy, effective May 19, 2015. All ayes.

Meyers moved, seconded by Niner to approve the YMCA Summer Feeding Program. All ayes.

Niner moved, seconded by Dalbey to approve the opening and closing dates for the outdoor Beach Ottumwa for 2015. All ayes.

Meyers moved, seconded by Dalbey to approve the YMCA lease for Sycamore Park for a term of two years in the amount of \$20.00 per year. City Admin. Helfenberger asked that the Council amend the lease agreement to one year due to the Ottumwa Regional Legacy Foundation plans to build a soccer field in Sycamore Park. Meyers moved, seconded by Niner to amend the lease agreement to a term of one year. All ayes. Roll was taken on the motion as amended. All ayes.

Niner moved, seconded by Richards to award quotes for the sewer pipe material costs to Hickenbottoms Inc. in the amount of \$3,538.00 and the sanitary sewer manhole structures to Cretex Concrete Products in the amount of \$2,544.30 associated with the proposed Winger Hangar at the Ottumwa Regional Airport. All ayes.

This was the time, place, and date set for a public hearing on the plans, specifications, form of contract, and estimated cost for the WPCF Ultraviolet Disinfection System. No objections were received. Niner moved, seconded by Richards to close the public hearing. All ayes.

Meyers moved, seconded by Dalbey that Res. No. 132-2015, approving the plans, specifications, form of contract, and estimated cost for the WPCF Ultraviolet Disinfection System, be passed and adopted. All ayes.

This was the time, place, and date set for the public hearing on the intent to dispose of City owned property located at 713 Gladstone. No objections were received. Richards moved, seconded by Dalbey to close the public hearing. All ayes.

Niner moved, seconded by Richards that Res. No. 136-2015, accepting the bid and approving the sale of City owned property located at 713 Gladstone to Senaida Patino-Andrade, be passed and adopted. All ayes.



---

This was the time, place, and date set for the public hearing on proposed Ordinance No. 3080-2015, amending Zoning Ordinance #2887 of the City of Ottumwa, Iowa, as amended, and as set forth in Appendix "A" of the Municipal Code of the City of Ottumwa, Iowa, by changing the zoning classification on certain property located at 312 East Alta Vista from R-1 to PUD, City of Ottumwa, Wapello County, Iowa. No objections were received. Richards moved, seconded by Niner to close the public hearing. All ayes.

Richards moved, seconded by Meyers to approve the first consideration of Ordinance No. 3080-2015, amending Zoning Ordinance #2887 of the City of Ottumwa, Iowa, as amended, and as set forth in Appendix "A" of the Municipal Code of the City of Ottumwa, Iowa, by changing the zoning classification on certain property located at 312 East Alta Vista from R-1 to PUD, City of Ottumwa, Wapello County, Iowa. All ayes.

Niner moved, seconded by Richards to waive the second and third considerations, pass, and adopt Ordinance No. 3080-2015, amending Zoning Ordinance #2887 of the City of Ottumwa, Iowa, as amended, and as set forth in Appendix "A" of the Municipal Code of the City of Ottumwa, Iowa, by changing the zoning classification on certain property located at 312 East Alta Vista from R-1 to PUD, City of Ottumwa, Wapello County, Iowa. All ayes.

Meyers moved, seconded by Richards that Res. No. 133-2015, approving the Vogel Building PUD Conceptual Plan consisting of seventy (70) multi-family dwelling units and +/-3,900 square feet of accessory commercial uses located at 312 East Alta Vista, City of Ottumwa, Wapello County, Iowa. All ayes.

This was the time, place, and date set for a public hearing on the proposed Ordinance No. 3081-2015, amending Zoning Ordinance #2887 of the City of Ottumwa, Iowa, as amended, and as set forth in Appendix "A" of the Municipal Code of the City of Ottumwa, Iowa, by changing the zoning classification on certain property located at 410 East Williams Street from C-1 to R-2, City of Ottumwa, Wapello County, Iowa. No objections were received. Richards moved, seconded by Dalbey to close the public hearing. All ayes.

Richards moved, seconded by Dalbey to approve the first consideration of Ordinance No. 3081-2015, amending Zoning Ordinance #2887 of the City of Ottumwa, Iowa, as amended, and as set forth in Appendix "A" of the Municipal Code of the City of Ottumwa, Iowa, by changing the zoning classification on certain property located at 410 East Williams Street from C-1 to R-2, City of Ottumwa, Wapello County, Iowa. All ayes.

Niner moved, seconded by Richards that Res. No. 128-2015, approving Change Order No. 5 for the Downtown Master Façade Improvements Project in the 300 block of East Main, CDBG 13-DTR-006, be passed and adopted. Dir. of Health & Insp. Gates reported Change Order No. 5 increases the contract amount by \$3,843.20, new contract amount \$890,078.67. All ayes.

Meyers moved, seconded by Niner that Res. No. 131-2015, approving the time schedule for the Ottumwa City Council regular council meetings for summer months, be passed and adopted. All ayes.

Richards moved, seconded by Dalbey that Res. No. 134-2015, assessing delinquent sewer collection fees on property taxes, be passed and adopted. All ayes.

Niner moved, seconded by Richards that Res. No. 135-2015, assessing delinquent refuse collection fees on property taxes, be passed and adopted. All ayes.

Meyers moved, seconded by Niner that Res. No. 140-2015, approving Change Order No. 1 for the Iowa Avenue Reconstruction Project (Main Street to Hwy 34), be passed and adopted. Public Works Dir. Seals reported Change Order No. 1 increases the contract amount by \$9,194.88, new contract amount \$2,605,640.88. All ayes.

Dalbey moved, seconded by Meyers to pass the first consideration of Ordinance No. 3077-2015, amending Chapter 2, Administration, of the Municipal Code of the City of Ottumwa, Iowa by repealing Section 2-1(c) and enacting a substitute in lieu thereof. Robert LaPoint, 525 Ray St., said he thought this item would have went to a work session for Council discussion before being put on a regular agenda. Most duties of the Mayor have been delegated to the City Admin. per ordinance. There are several political positions holding only a two year term including the Iowa House and Congress. The Council is lacking public input. Most of the population has not even heard of the Council's intent to change the term of the Mayor from two years to four years. Mr. LaPoint recommended the Council hold a town hall meeting to gather public input. He said many things can be done like going back to a full-time Mayor and eliminating the City Admin. position, or going to a City Manager position. But, the Council should let people tell them what they want. Council Member Meyers said there has been radio coverage and newspaper coverage and he has not received one call about the issue. Council Member Meyers said he is disappointed the item did not go to a work session. The City is paying over \$100,000 for an Administrator to run the City, why is there a need to change the system. If the Mayor is that great in their position then they would surely get re-elected during election time without the need to change the term to 4 years. Council Member Richards said the office of Mayor is no longer a part-time position. The Mayor signs for millions of dollars in grants and deals with a very large budget. Some say this is a step backwards, but this is a start. Council Member Dalbey said there is a petition process for the people if they do not want the term changed. By the time the Mayor gets acclimated to the position it is election time again. He thinks it's better the office of the Mayor take on a 4 year term. Mayor Lazio said if this ordinance is adopted a 4 year term Mayor will not take effect until January 2019. Ayes: Dalbey, Meyers, Richards, Stevens. Nays: Niner. Motion carried.

Meyers moved, seconded by Dalbey to pass the first consideration of Ordinance No. 3078-2015, amending Chapter 2, Administration, of the Municipal Code of the City of Ottumwa, Iowa by repealing Section 2-32.1(b) and enacting a substitute in lieu thereof. All ayes.

Richards moved, seconded by Niner to waive the second and third considerations, pass and adopt Ordinance No. 3078-2015, amending Chapter 2, Administration, of the Municipal Code of the City of Ottumwa, Iowa by repealing Section 2-32.1(b) and enacting a substitute in lieu thereof. All ayes.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. Gerry Gatlin, 1204 W. Mary St., said she has sent emails about the dead fish in the lagoons behind SouthSide Drug and wonders what can be done about it. Mayor Lazio said it is very uncomfortable and

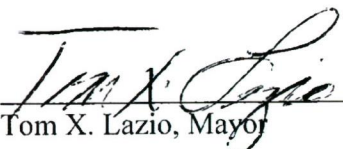
inconvenient, but the water must be kept low while contractors are finishing up the Pump Station Project. Ms. Gatlin said there are also vultures and bugs now because of the dead fish. WPCF Superintendent said DNR has been notified about the situation and that there is not much that can be done until the project is complete and the water can be filled back up.

Richards moved, seconded by Niner that the meeting adjourn. The meeting adjourned at 8:05 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

  
Amanda Valent, City Clerk

  
Tom X. Lazio, Mayor

## OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 21  
Council Chambers, City Hall

June 16, 2015  
5:00 O'clock P.M.

Present were Council Member Stevens, Dalbey, Niner, Richards, and Mayor Lazio. Council Member Meyers was absent.

Niner moved, seconded by Dalbey to approve the following consent agenda items: Minutes from Reg. Mtg. No. 19 on June 2 and Spec. Mtg. No. 20 on June 9, 2015 as presented; May financial report and payment of bills as submitted by the Finance Dept.; Purchase of rock and sand products for 2015/2016 fiscal year; Purchase of rock salt for the 2015-2016 fiscal year end through Iowa Dept. of Transportation's contract for snow and ice removal; Pay scale for the position of Fire Chief Tony Miller; Res. No. 114-2015, approving the contract, bond, and certificate of insurance for the Catch Basin Replacement Program 2015; Res. No. 115-2015, approving the contract, bond, and certificate of insurance for the Sanitary Utility Access Program 2015; Res. No. 116-2015, approving the contract, bond, and certificate of insurance for the HMA, PCC Street Crack Repair Program 2015; Res. No. 146-2015, authorizing payment for renewal of the City Worker's Compensation Insurance and Chapter 411 Administrative Agreement for July 1, 2015 until June 30, 2016 in the amount of \$139,235.00 and payment to Iowa Municipalities Worker's Compensation Association; Res. No. 147-2015, accepting the work as final and complete and approving the release of retainage to Christner Contracting, Inc. of Ottumwa, Iowa for the Downtown Master Façade Improvements Program CDBG #13-DTR-006; Beer and/or Liquor applications for Hotel Ottumwa, 107 E. Second St., 6 month outdoor service area, Saints Pub, 2513 Northgate, with outdoor service area, Fiesta Cantina, 2517 Northgate, Market on Main, extended outdoor service area 6/27/15, all applications pending final inspections. All ayes.

Niner moved, seconded by Stevens to approve the agenda as presented. All ayes.

City Admin. Helfenberger congratulated Fire Chief Tony Miller on the completion of his Bachelor's Degree from Buena Vista University. Ed Courton, City Planner, gave a great presentation at the Rotary Club and his services are appreciated. Mr. Helfenberger said there will be a Solid Waste Commission meeting on June 17, 2015 at 5:00 P.M. in Room 108 at City Hall. There will also be a Special City Council meeting on June 22, 2015 at 5:00 P.M. at Bridge View Center. The City Hall Elevator Project will begin Monday, June 22, 2015, therefore City Council meetings will be held at the Bridge View Center during the project.

Mayor Lazio announced the City has received requests for qualifications from nine search firms. The Mayor and City Attorney will review the firms and bring a recommendation back to Council. The Library Board received an application from an individual who lives outside of the City limits. The current ordinance states applicants must live within the City limits and Mr. Lazio asked City Atty. Keith to research the issue.

Council Member Richards announced the Ottumwa Courier was announced the Best Newspaper and rated number one.

Mayor Lazio inquired if anyone from the audience wished to address an item on the agenda. Keith Caviness, 2851 Oakmeadow Dr., wanted to address Item No. I-2, 3, and 4: Animal Ordinances and Rick McClure, 405 S. Ward, wished to address Item No. I-1: Four year Mayor Term.

Niner moved, seconded by Richards to authorize the transfer of \$24,000. From the Ottumwa Wildwood Dr./Hwy 34 Urban Renewal Area Fund to the General Fund for repayment of monies previously advanced. All ayes.

Niner moved, seconded by Richards to replace the old MAU (Make up Air Unit) for the back room of the WPCF office building with a Comfortmaker 60,000 BTU, 95% efficient furnace with Seer 14 rated AC from Woody's Heating & Air Conditioning of Ottumwa, IA for the quoted price of \$6,400.00 (minus a \$1,200 rebate from MidAmerican Energy). All ayes.

Richards moved, seconded by Niner to approve the contract between the City of Ottumwa and the Ottumwa Community School District for the School Resource Officer assigned to the High School, and authorize the Mayor to sign the contract. All ayes.

Niner moved, seconded by Richards to approve the contract between the City of Ottumwa and the Ottumwa Community School District for the second School Resource Officer assigned to the High School, and authorize the Mayor to sign the contract. All ayes.

Niner moved, seconded by Dalbey to approve the contract between the City of Ottumwa and the Ottumwa Community School District for the School Resource Officer assigned to Evans Middle School, and authorize the Mayor to sign the contract. All ayes.

Niner moved, seconded by Richards to approve the contract between the City of Ottumwa and the Ottumwa Housing Authority for the Police Officer assigned to the Housing Authority, and authorize the Mayor to sign the contract. All ayes.

Niner moved, seconded by Dalbey to approve the repair of the #1 Barton's Branch pump at the WPCF by JCI Industries, Inc. of Jefferson City, MO for the quoted price of \$5,629.97 (price includes shipping). All ayes.

Niner moved, seconded by Stevens that Res. No. 145-2015, approving Change Order No. 1 for the Pennsylvania Avenue Reconstruction Project (Brentwood Dr. to Jefferson St.), be passed and adopted. Public Works Dir. Seals reported Change Order No. 1 increases the contract amount by \$60,029.69, new contract amount \$2,505,999.89.

Richards moved, seconded by Niner that Res. No. 148-2015, approving the Amendment to the Agreement for Engineering Design and Management costs between the City of Ottumwa and Veenstra & Kimm, Inc. for the 2010 Flood Protection Mitigation Project (DR 1763-0174) and authorizing the Mayor to sign the agreement, be passed and adopted. All ayes.

Dalbey moved, seconded by Stevens that Res. No. 149-2015, accepting the deed in lieu of foreclosure to Lot 16 in Block 1 of Leighton and Bannister's First Addition to the City of Ottumwa, Wapello County, Iowa also known as 302 South Ward from Mary Evelyn Anderson, be passed and adopted. All ayes.

Niner moved, seconded by Richards that Res. No. 150-2015, approving the purchase of property located at 1129 West Second Street from KBC Investments LLC in the amount of \$13,987.00, be passed and adopted. All ayes.

Niner moved, seconded by Richards that Res. No. 151-2015, authorizing the reimbursement of expenses in the amount of \$7,421.43 incurred by the City for payment under Iowa Code Section 403.19, be passed and adopted. Dir. of Finance Jay reported this reimbursement is for legal expenses paid on behalf of the Airport Urban Renewal Area for work performed on the Amendment No. 2 to the Urban Renewal Plan. All ayes.

Richards moved, seconded by Niner that Res. No. 162-2015, awarding the bid for resurfacing the Tennis Courts in Troeger Park, be passed and adopted. Park Dir. Rathje reported one bid was received from Tennis Services in the amount of \$30,800.00. All ayes.

Dalbey moved, seconded by Stevens to pass the third consideration, pass, and adopt Ordinance No. 3077-2015, amending Chapter 2, Administration, of the Municipal Code of the City of Ottumwa, Iowa by repealing Section 2-1(e) and enacting a substitute Section 2-1(e) in lieu thereof. Ayes: Stevens, Dalbey, Richards. Nays: Niner. Absent: Meyers. Motion carried.

Dalbey moved, seconded by Niner to pass the first consideration of Ordinance No. 3079-2015, amending Chapter 7, entitled Animals and Fowl, by deleting Sections 7-1, 7-4, 7-12, 7-15, 7-18, 7-23, 7-44, and 7-45, and inserting new Sections 7-1, 7-4, 7-12, 7-15, 7-18, 7-23, 7-44, and 7-45 and adding new section 7-83 of the Municipal Code of the City of Ottumwa, Iowa. All ayes.

Richards moved, seconded by Niner to waive the second and third considerations, pass, and adopt Ordinance No. 3079-2015, amending Chapter 7, entitled Animals and Fowl, by deleting Sections 7-1, 7-4, 7-12, 7-15, 7-18, 7-23, 7-44, and 7-45, and inserting new Sections 7-1, 7-4, 7-12, 7-15, 7-18, 7-23, 7-44, and 7-45 and adding new section 7-83 of the Municipal Code of the City of Ottumwa, Iowa. All ayes.

Stevens moved to pass the first consideration of Ordinance No. 3082-2015, amending Chapter 7, entitled Animals and Fowl, by deleting Section 7-9 and inserting a new Section 7-9 of the Municipal Code of Ottumwa, Iowa. Motion died for lack of second.

Niner moved, seconded by Richards to pass the first consideration of Ordinance No. 3083-2015, amending Chapter 7, entitled Animals and Fowl, by deleting Section 7-9 and inserting a new Section 7-9 of the Municipal Code of the City of Ottumwa, Iowa. Niner moved, seconded by Dalbey to amend the motion to remove the amount of footage domestic animals must be from dwellings and put those regulations in a policy. All ayes. Roll call was taken on the motion as amended. Ayes: Dalbey, Niner, Richards. Nays: Stevens. Absent: Meyers. Motion carried.

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

Niner moved, seconded by Dalbey that the meeting adjourn. The meeting adjourned at 6:22 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Amanda Valent  
Amanda Valent, City Clerk

Tom X. Lazio  
Tom X. Lazio, Mayor

received  
12-29-23 9:15A

TABLE.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jan 2, 2024

Zach Simonson

Prepared By

Zach Simonson

Department Head

\_\_\_\_\_  
Department



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

AGENDA TITLE: Resolution No. 8-2024: A resolution approving and authorizing execution of an agreement for private development and off-site improvements by and between the City of Ottumwa and Christner Properties, LLC

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 8-2024

DISCUSSION: Christner properties has proposed a four-unit, single family subdivision on East Court and has begun some construction on the site. The site requires an extension of the sewer in order to serve the new development. The estimated cost of the sewer work is \$81,000. Christner has requested assistance with this unanticipated cost. The proposed agreement would provide 75% of the total cost up to \$52,000. The development would

Source of Funds: Sewer Fund

Budgeted Item:

Budget Amendment Needed: Yes



provide 4 new market-rate, single-family homes. Christner has reported to the City that the incentive is necessary to complete the development.

## **ITEM TO INCLUDE ON AGENDA**

### **CITY OF OTTUMWA, IOWA**

January 16, 2024

5:30 P.M.

- Resolution approving and authorizing execution of an Agreement for Private Development and Off-Site Improvements by and between the City of Ottumwa and Christner Properties, L.L.C.

### IMPORTANT INFORMATION

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

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

January 2, 2024

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

Doug McAntire, Keith Caviness, Cyan Bossou, Cara Galloway,  
Bill Hoffman Jr.

Absent: None

Vacant: N/A

\* \* \* \* \*

Council Member Galloway introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND OFF-SITE IMPROVEMENTS BY AND BETWEEN THE CITY OF OTTUMWA AND CHRISTNER PROPERTIES, L.L.C.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at this place.

Council Member Bossou seconded the motion. The roll was called, and the vote was:

AYES: McAntire, Bossou, Galloway, Hoffman

\_\_\_\_\_

NAYS: Caviness

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 8-2024

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF AN AGREEMENT FOR PRIVATE  
DEVELOPMENT AND OFF-SITE IMPROVEMENTS BY AND  
BETWEEN THE CITY OF OTTUMWA AND CHRISTNER  
PROPERTIES, L.L.C.

WHEREAS, the City has received a proposal from Christner Properties, L.L.C. (the "Developer"), in the form of a proposed Agreement for Private Development and Off-Site Improvements (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements on certain real property located within the City (the "Development Property") and certain off-site Infrastructure Improvements to provide for the delivery of sewer services to the Minimum Improvements, all as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will make a one-time payment of an Economic Development Grant to Developer from the City's Sewer Fund, in the amount of 75% of the Developer-submitted Qualified Costs and Expenses (as defined in the Agreement), but not to exceed \$52,000; and

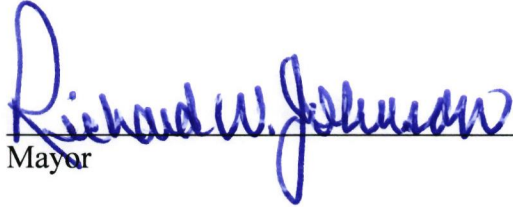
WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose.

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


Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to providing a grant to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose.

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

PASSED AND APPROVED this 16<sup>th</sup> day of January, 2024.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

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

WITNESS my hand and the seal of the Council hereto affixed this 16 day of January, 2024.



*Christina Reinhard*  
\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

**AGREEMENT FOR PRIVATE DEVELOPMENT  
AND OFF-SITE IMPROVEMENTS**

THIS AGREEMENT FOR PRIVATE DEVELOPMENT AND OFF-SITE IMPROVEMENTS (hereinafter the "Agreement"), is made on or as of the 17 day of January, 2024, by and between the CITY OF OTTUMWA, IOWA, a municipality (hereinafter the "City"), and CHRISTNER PROPERTIES, L.L.C., an Iowa limited liability company (hereinafter the "Developer").

WITNESSETH:

WHEREAS, the Developer owns certain real property legally described as follows:

Lots 1, 2, 3 and 4 in Christner Second Subdivision, Ottumwa, Iowa

(which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to cause certain Minimum Improvements to be constructed on the Development Property and certain off-site Infrastructure Improvements to be constructed to provide for the delivery of utility services to the Minimum Improvements (the "Project"); and

WHEREAS the City is willing to provide incentives for the Developer's completion of the Project in order to promote economic development within the City, in a manner consistent with the requirements of the Ottumwa Municipal Code; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**ARTICLE I. DEFINITIONS**

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

City means the City of Ottumwa, Iowa.

Commencement Date means the date of this Agreement, which shall be the date the Agreement is executed by both parties.

County means the County of Wapello, Iowa.

Developer means Christner Properties, L.L.C. and its permitted successors and assigns.

Economic Development Grant means the payment that may be made by the City to the Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 9.1 of this Agreement.

Infrastructure Improvements mean the construction or installation of a sewer extension to be completed by Developer on the Licensed Premises to allow for the development of the Minimum Improvements.

Licensed Premises means the City-owned property to which the City grants Developer a license to accept for purposes of constructing the Infrastructure Improvements, which property is described on Exhibit A attached hereto and made a part hereof.

Minimum Improvements means the four (4) single-family housing units to be completed by Developer on the Development Property, as more particularly described in Exhibit B to this Agreement.

Project shall mean the construction of the Minimum Improvements on the Development Property and the construction of the Infrastructure Improvements, as described in this Agreement.

Qualified Costs and Expenses means the costs and expenses incurred by Developer and related to the design and construction of the Infrastructure Improvements, including, without limitation, interest during construction and for not more than six months thereafter, costs for landscaping, grading, drainage, paving, engineering, plans and specifications, labor, materials, supplies, equipment use and rental, delivery charges, overhead, mobilization and legal expenses related to those improvements, as more particularly described herein.

State means the State of Iowa.

Termination Date means the date this Agreement terminates, as established in Section 10.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

## ARTICLE II. REPRESENTATIONS AND WARRANTIES



Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. The Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by the Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations

of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement and all local, State, and federal laws and regulations.

f. The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements or Infrastructure Improvements may be lawfully constructed.

g. The Developer has not received any notice from any local, State, or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. The Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

i. The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

j. The Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall be complete on or before December 31, 2026.

k. The Developer would not undertake its obligations under this Agreement without the incentives offered to the Developer pursuant to this Agreement.

### ARTICLE III. MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such

plans and permits. The Developer agrees that the scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement.

The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken and completed by December 31, 2026, or such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Notwithstanding the forgoing, the City shall not issue a certificate of occupancy for the Minimum Improvements or other buildings constructed on the Development Property unless and until the Infrastructure Improvements are fully complete and accepted by and dedicated to the City, consistent with the provisions of Article IV.

Section 3.3. Insurance Requirements.

a. Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Infrastructure Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or either entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall (i) maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance on the Minimum Improvements and Development Property as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure and (ii) complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient; provided, however, that any portion of the Minimum Improvements or Development Property no longer owned by Developer shall be excepted from the requirements of this Section 3.3(b).

c. All insurance required by this Section 3.3 to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

#### Section 3.4. Real Property Taxes; Eligibility for Urban Revitalization.

a. Developer, or its successors, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Minimum Improvements and Development Property.

b. Developer and its successors agree that, prior to the Termination Date, they will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.

c. Notwithstanding the foregoing subsections of Section 3.4, the City hereby agrees that Developer may apply for tax abatement for the completed Minimum Improvements under the terms and conditions of the City's Urban Revitalization Plan, subject to Developer's timely application and eligibility for such abatement thereunder.

### ARTICLE IV. INFRASTRUCTURE IMPROVEMENTS

Section 4.1. License for Access and Construction. Beginning upon the Commencement Date, the City grants to the Developer and its employees, agents, and contractors a license to enter upon the City's property that is described on Exhibit A (the "Licensed Premises") for the purpose of constructing the Infrastructure Improvements.

Section 4.2. Construction of Infrastructure Improvements. The Developer shall cause the Infrastructure Improvements to be constructed in accordance with the design standards required by City Code. The Infrastructure Improvements shall be constructed at the Developer's sole expense, at an expected cost of approximately \$70,000.

In performing work or other activities upon the Licensed Premises, Developer and its employees, agents, and contractors shall perform the work in a manner so as to prevent damage to existing improvements identified by the City, shall observe and comply with all terms and requirements contained in any orders issued by the City, and shall comply with applicable federal, State, and local laws, regulations, ordinances, policies, and procedures.

For all work to be performed within the Licensed Premises by contractors of the Developer, Developer shall obtain the City's prior written approval of all plans and specifications for such work. The Developer shall require its contractors to perform work within the Licensed Premises to the reasonable satisfaction of the City, and in compliance with its previously approved plans and specifications. The City shall have and possess final rights of approval, acting reasonably, of all plans and specifications within the Licensed Premises. The City Engineer shall be permitted to inspect all work performed on the Licensed Premises. Notwithstanding the ability of the City to inspect the work, the Developer shall have full responsibility to ensure that the work is completed in accordance with the plans and specifications provided to the City.

Section 4.3. Completion of Infrastructure Improvements; Guarantee.

a. Upon notice from the Developer of completion of the Infrastructure Improvements, the City Engineer, or their qualified designee, shall inspect the Infrastructure Improvements and determine whether they have been completed in accordance with the applicable standards for such improvements. If the City finds that the Infrastructure Improvements have been duly completed in compliance with this Agreement and all federal, State, and local laws, regulations, ordinances, policies, and procedures, and the City is in receipt of copies of the maintenance bonds required by Section 4.4, then the Developer shall dedicate to the City and the City shall accept dedication of the Infrastructure Improvements.

b. By signing this Agreement, Developer hereby guarantees to the City performance by the Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Infrastructure Improvements. Without limiting the generality of the foregoing, the Developer guarantees that: (1) the Infrastructure Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens, and equitable liens; and (2) the Developer shall pay all costs of constructing the Infrastructure Improvements when due.

Section 4.4. Bonding Requirements. Developer has the ability to and shall cause Christner Contracting, Inc. to maintain its permit bond until the Termination Date. The Developer shall also comply with all City requirements for the construction of the Infrastructure Improvements.

Section 4.5. No Special Legal Entitlements to Infrastructure Improvements. Developer recognizes and agrees, that upon dedication to the City and the City's acceptance thereof, the Infrastructure Improvements shall be owned by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Infrastructure Improvements.

## ARTICLE V. COVENANTS OF THE DEVELOPER

Section 5.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties in the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions; provided, however, that any portion of the Minimum Improvements or Development Property no longer owned by Developer shall be excepted from the requirements of this Section 5.1.

Section 5.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 5.3. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Project.

Section 5.4. Non-Discrimination. In the course of undertaking the Project, the Developer shall not discriminate against any applicant, employee, homebuyer, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, homebuyers, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 5.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

## ARTICLE VI. ASSIGNMENT AND TRANSFER

Section 6.1. Transfer of Substantially All Assets; Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

Section 6.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to the City to be used by the City for public infrastructure, or other public purposes. During the

term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

## ARTICLE VII. INDEMNIFICATION

### Section 7.1. Indemnification.

a. To the fullest extent permitted by law, the Developer agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with the Development Property, the Developer's construction of the Minimum Improvements, or the Developer's construction of the Infrastructure Improvements, including that of its officers, agents, employees, contractors, subcontractors and others under the control of Developer, except to the extent caused by or resulting from the negligent act or omission of the City or the City's employees, consultants, agents or others for whom the City is responsible.

b. The Developer's obligation to indemnify the City contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

c. The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the Developer rising out of or in any way connected or associated with the Development Property, the Developer's construction of the Minimum Improvements, or the Developer's construction of the Infrastructure Improvements, including that of its officers, agents, employees, subcontractors and others under the control of Developer, except to the extent caused by or resulting from the negligent act or omission of the City or the City's employees, consultants, agents or others for whom the City is responsible.

d. The Developer expressly assumes responsibility for any and all damage caused to City property arising out of or in any way connected or associated with Developer's construction of the Infrastructure Improvements, including that of its officers, agents, employees, contractors, subcontractors and others under the control of Developer.

e. The provisions of this Section 7.1 shall survive the expiration or termination of this Agreement.

## ARTICLE VIII. PROJECT INCENTIVES

Section 8.1. Economic Development Grant.

a. For and in consideration of the Developer's completion of the Project, the City agrees to provide Developer a grant ("Economic Development Grant") within thirty (30) days of the satisfaction of the following conditions precedent:

i. The Infrastructure Improvements have been completed and the City has accepted dedication of the Infrastructure Improvements, consistent with the terms of Section 4.2; and

ii. The Developer has submitted a certification to the City, in substantially the form of Exhibit D attached hereto, certifying the amount of all Qualified Costs and Expenses of the Infrastructure Improvements dedicated to and accepted by the City, and further certifying that the costs of constructing the Infrastructure Improvements did not exceed \$81,000.

b. The amount of the Economic Development Grant shall be equal to 75% of the Developer-submitted Qualified Costs and Expenses that are reviewed and approved by the City Engineer as reasonable and related to the Infrastructure Improvements, but in no case shall exceed \$52,000.

c. The Economic Development Grant shall be payable solely and only from the City's Sewer Fund. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Sewer Fund monies to make the Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate activity permitted to be undertaken by the City under applicable provisions of the Iowa Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer, and the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. In the event that an Event of Default has occurred and has not been cured or cannot reasonably be cured before the payment of the Economic Development Grant, then the City shall have no obligation to make the Economic Development Grant payment, in addition to having the remedies set forth in Section 9.2.

Section 8.2. Sewer Connection Fees. For and in consideration of the Developer's completion of the Project, the City agrees to waive the sewer connection fees for the Minimum Improvements constructed on the Development Property, provided the Minimum Improvements are duly constructed in accordance with the terms and conditions of this Agreement and no Event of Default has occurred and is continuing.

Section 8.3. Build Ottumwa Incentive. The City agrees that it shall not consider the Developer or the Minimum Improvements ineligible for a Build Ottumwa incentive on the basis of the incentives provided pursuant to this Agreement.



## ARTICLE IX. DEFAULT AND REMEDIES

Section 9.1. Events of Default. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements or Infrastructure Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement; or

b. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement; or

c. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after the giving of thirty (30) days’ written notice by the City to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City shall have no obligation thereafter to provide the Economic Development Grant; and

d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall

be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 9.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

#### ARTICLE X. MISCELLANEOUS

Section 10.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 10.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to Christner Properties, L.L.C. at 17587 US Hwy 34, Ottumwa, IA 52501; Attn: Anthony Christner; and
- b. In the case of the City, is addressed to or delivered personally to the City of Ottumwa at 105 E. Third Street, Ottumwa, IA 52501; Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 10.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for the costs of recording.

Section 10.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 10.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 10.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 10.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after March 1, 2027, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 10.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

*[Signature pages follow]*



(SEAL)

CITY OF OTTUMWA, IOWA

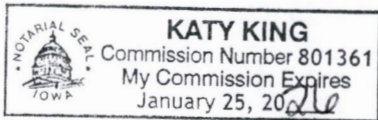
By: Richard W. Johnson  
Richard Johnson, Mayor

ATTEST:

By: Christina Reinhard  
Christina Reinhard, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF WAPELLO        )

On this 17<sup>th</sup> day of January, 2024, before me a Notary Public in and for said State, personally appeared Richard Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King  
Notary Public in and for the State of Iowa

*[Signature page to Agreement– City of Ottumwa, Iowa]*

CHRISTNER PROPERTIES, L.L.C.,  
an Iowa limited liability company


By: 

Print Name: Anthony Christner

Its: owner

STATE OF IOWA )  
COUNTY OF Wapello ) SS

On this 17<sup>th</sup> day of January 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Anthony Christner to me personally known, who, being by me duly sworn, did say that they are the owner of Christner Properties, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

  
Notary Public in and for the State of Iowa



[Signature page to Agreement – Christner Properties, L.L.C.]

EXHIBIT A  
LICENSED PREMISES

The Licensed Premises is the City-owned real estate described as follows:

The full road right-of-way of East Court Street from Oak Street to the 1300 block; of Oak Street from Lincoln Avenue to East Court Street; and of North Fellows Avenue from Lincoln Avenue to East Court Street.

EXHIBIT B  
MINIMUM IMPROVEMENTS

The Minimum Improvements include the construction of four (4) single-family homes and related site improvements on the Development Property, to be constructed consistent with approved plats and plans.

---

**Type of Document:** MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF OTTUMWA, IOWA AND CHRISTNER PROPERTIES, L.L.C.

**Return Document to:** Zach Simonson  
City of Ottumwa  
105 E. Third St.  
Ottumwa, IA 52501

**Preparer Information:** Jenna Sabroske  
Ahlers & Cooney, P.C.  
100 Court Ave., Ste. #600  
Des Moines, IA 50309  
(515) 243-7611

**Taxpayer Information:** N/A

GRANTORS: N/A

GRANTEES: N/A

**LEGAL DESCRIPTION:** Lots 1, 2, 3 and 4 in Christner Second Subdivision, Ottumwa, Iowa

02292523\10981-181



EXHIBIT C  
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Ottumwa, Iowa (the "City") and Christner Properties, L.L.C., an Iowa limited liability company (the "Developer"), did on or about January 17<sup>th</sup>, 2024, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City legally described as follows:

Lots 1, 2, 3 and 4 in Christner Second Subdivision, Ottumwa, Iowa

WHEREAS, the term of the Agreement commenced on the date first set forth above and will terminate on March 1, 2027, if not terminated sooner according to the terms and conditions set forth in the Agreement; and

WHEREAS, the City and the Developer desire to record a Memorandum of the Agreement referring to the above-described real property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the above-described real property and the improvements located and operated thereon.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of the above-described real property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Ottumwa, Iowa.

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Agreement for Private Development as of the 17<sup>th</sup> day of January, 2024.

*[Rest of page intentionally left blank; Signature pages to follow]*



(SEAL)

CITY OF OTTUMWA, IOWA

By: Richard W. Johnson  
Richard Johnson, Mayor

ATTEST:

By: Christina Reinhard  
Christina Reinhard, City Clerk

STATE OF IOWA            )  
  ) SS  
COUNTY OF WAPELLO    )

On this 17<sup>th</sup> day of January, 2024, before me a Notary Public in and for said State, personally appeared Richard Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Katy King  
Notary Public in and for the State of Iowa



*[Signature page to Memorandum of Agreement– City of Ottumwa, Iowa]*

CHRISTNER PROPERTIES, L.L.C.,  
an Iowa limited liability company

By: [Signature]

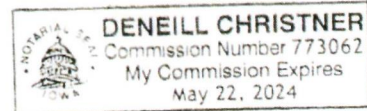
Print Name: Anthony Christner

Its: owner

STATE OF IOWA )  
 ) SS  
COUNTY OF Wapello )

On this 17th day of January, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Anthony Christner to me personally known, who, being by me duly sworn, did say that they are the owner of Christner Properties, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa



*[Signature page to Memorandum of Agreement – Christner Properties, L.L.C.]*

**EXHIBIT D**  
**DEVELOPER CERTIFICATION OF COSTS OF INFRASTRUCTURE IMPROVEMENTS**

Christner Properties, L.L.C. (the "Developer") certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Infrastructure Improvements that are the subject of a Development Agreement entered into as of \_\_\_\_\_, 2024 between the City of Ottumwa, Iowa and the Developer (the "Agreement").

Project Cost Category	Engineering, Plans, Specifications	Construction Costs	Legal Costs	Drainage, Landscaping, Grading	Interest during construction and for not more than six months thereafter	Miscellaneous
Invoice description and cost	\$6,942.56 Survey	\$41,200.00 Sanitary Sewer Install				\$6,057.44 Sanitary Sewer Install
Invoice description and cost		\$15,800.00 Concrete				
Invoice description and cost						
Invoice description and cost						
<b>Total Cost per category</b>						

If you need additional space please attach another table.

**Attach actual receipts and invoices**

Furthermore, Developer certifies that the total costs for construction of the Infrastructure Improvements did not exceed \$81,000.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

CHRISTNER PROPERTIES, L.L.C.

By: \_\_\_\_\_ *[Signature]*

Print Name: Anthony Christner

STATE OF IOWA, COUNTY OF Wapello ) ss

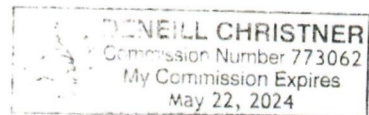
On this 17<sup>th</sup> day of January, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Anthony Christner, who, being by me duly sworn, did say that they are Owner of Christner Properties, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

\_\_\_\_\_  
 Notary Public in and for the State of Iowa

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Execution Version

Exhibit D-1



**EXHIBIT D**  
**DEVELOPER CERTIFICATION OF COSTS OF INFRASTRUCTURE IMPROVEMENTS**

Christner Properties, L.L.C. (the "Developer") certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Infrastructure Improvements that are the subject of a Development Agreement entered into as of \_\_\_\_\_, 2024 between the City of Ottumwa, Iowa and the Developer (the "Agreement").

Project Cost Category	Engineering, Plans, Specifications	Construction Costs	Legal Costs	Drainage, Landscaping, Grading	Interest during construction and for not more than six months thereafter	Miscellaneous
Invoice description and cost						
Invoice description and cost						
Invoice description and cost						
Invoice description and cost						
<b>Total Cost per category</b>						

If you need additional space please attach another table.

**Attach actual receipts and invoices**

Furthermore, Developer certifies that the total costs for construction of the Infrastructure Improvements did not exceed \$81,000.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

CHRISTNER PROPERTIES, L.L.C.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF IOWA, COUNTY OF \_\_\_\_\_ ) ss

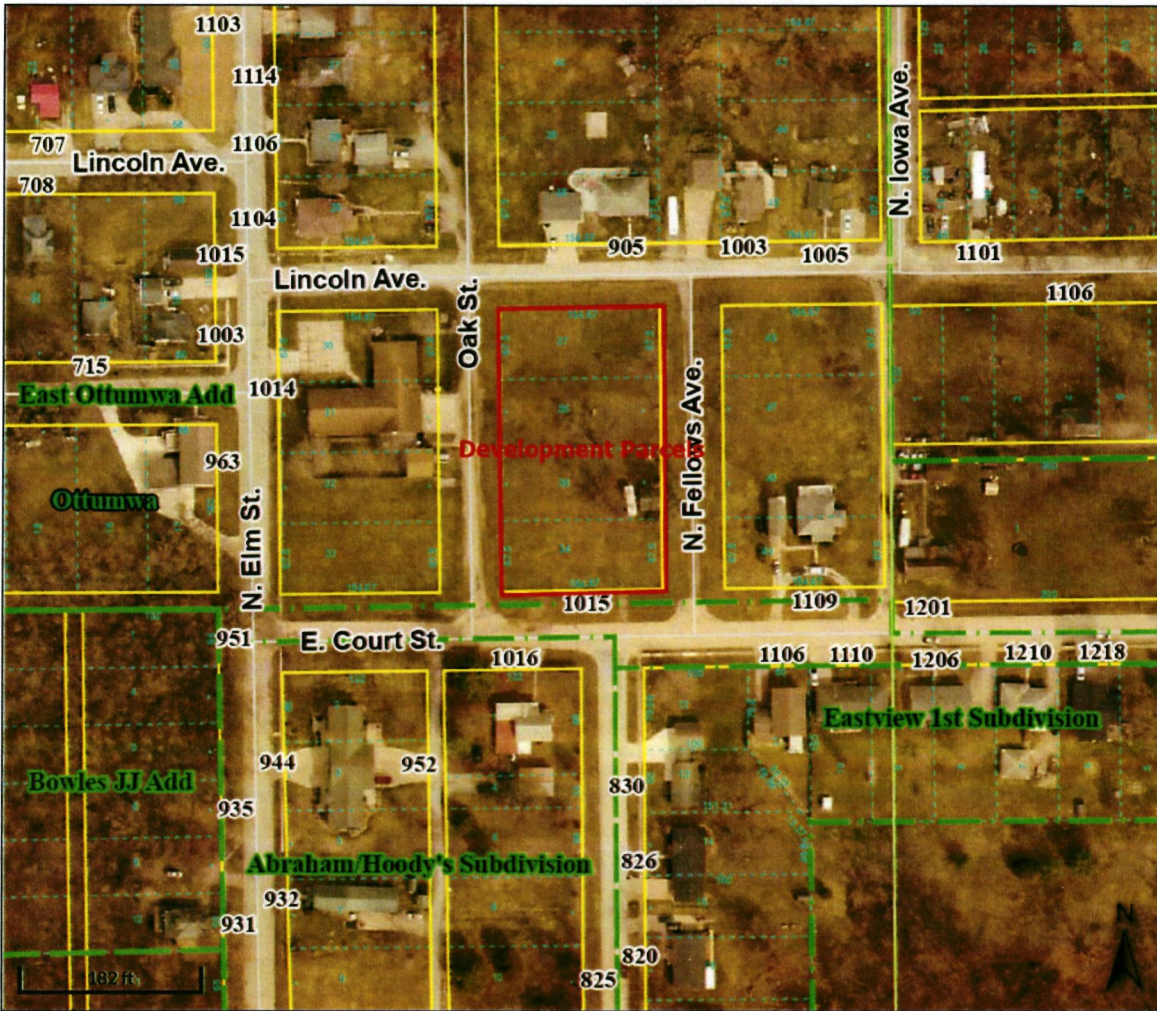
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who, being by me duly sworn, did say that they are \_\_\_\_\_ of Christner Properties, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

\_\_\_\_\_  
 Notary Public in and for the State of Iowa

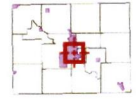
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Exhibit D-1

*Execution Version*



Overview



Legend

- Easements
- Lots
- Subdivisions
- City Limits
- Lot Symbols
- Misc Symbols
- Parcel Symbols
- Road Symbols
- Right-of-Way Line
- Roads
- Sections
- Section Center
- Quarter Lines
- Quarter Quarter Lines

Parcel ID	007411010031000	Alternate ID	n/a	Owner Address	Cabanas III LLC
Sec/Twp/Rng	0-0-0	Class	R		3412 Livingston Lane
Property Address	130 S IOWA	Acreage	n/a		Carrollton, TX 75007
	OTTUMWA				
District	OTTUMWA CITY/ OTTUMWA SCH				
Brief Tax Description	MANNING'S 2ND ADD LOT 31 BLK 1 (130 S IOWA AVE)				
	(Note: Not to be used on legal documents)				

Date created: 12/29/2023  
Last Data Uploaded: 12/29/2023 6:05:34 AM



Ahlers & Cooney, P.C.  
Attorneys at Law

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

[www.ahlerslaw.com](http://www.ahlerslaw.com)

Jenna H.B. Sabroske

515.246.0328

[jsabroske@ahlerslaw.com](mailto:jsabroske@ahlerslaw.com)

December 28, 2023

*Letter, agenda item and resolution sent via e-mail*

Zach Simonson  
Community Development Director  
City of Ottumwa  
105 E. Third Street  
Ottumwa, IA 52501

RE: City of Ottumwa – Agreement for Private Development and Off-Site Improvements with Christner Properties, L.L.C. - Adoption of Development Agreement (January 2, 2024)

Dear Zach:

Enclosed please find suggested proceedings to be acted upon by the City Council on the proposal to enter into an Agreement for Private Development and Off-Site Improvements with Christner Properties, L.L.C.

**The proposed execution of the Agreement is included with this letter.** We recommend that the Developer sign the Agreement (including Exhibit C, the Memorandum of Agreement) prior to the meeting on January 2, 2024.

Please note the following:

- After the City Council approves the Agreement and the Agreement is signed on behalf of the City, fill in the date of the Agreement (the date of the City's execution) on the first page and other pages in the Exhibits.
- Exhibit C is a prepared Memorandum of Agreement that the City may record against the Development Property lots to create a record of the Developer's obligations under the Agreement. Enclosed is a Recorder's Cover Sheet that can be used in recording the Memorandum of Agreement.
- **POTENTIAL FINANCIAL REPORTING OBLIGATION:** Immediately following execution of the Agreement, determine whether amended S.E.C. Rule 15c2-12 requires disclosure of the Agreement as a material Financial Obligation (as defined in the Rule). If such a filing is necessary, it would need to be made within 10 business days following

execution of the Agreement. Your Bond Counsel and/or Disclosure Counsel, if any, may be able to assist in this analysis.

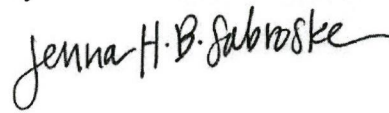
- Please return the Transcript Documentation (listed on the attached checklist) to us within 2 weeks of the meeting. You may return scanned copies of the documents by email, so long as all aspects of the documents are visible in the scanned copy.

If you have any questions, please do not hesitate to contact our office.

Ahlers & Cooney, P.C.

Sincerely,

By:



Jenna H.B. Sabroske

JHBS: mp

cc: Chris Reinhard  
Philip Rath

Enclosures: Agenda Items with Important Instructions; Authorizing Resolution (starts on page 1); Recorder's Cover Sheet; Final Version of Agreement



**TRANSCRIPT DOCUMENTATION TO BE PROVIDED BY THE CITY FOR  
PROCEEDINGS APPROVING A DEVELOPMENT AGREEMENT**

**Bolded documents** are enclosed with this letter.

- Complete and return the **Authorizing Resolution**. Retain the original in your file and send us a copy for our transcript.
- Complete and return Minutes of the Meeting (January 2, 2024).
- Once the signatures have been obtained and the date(s) filled in on the Agreement, retain the original Agreement in your file. Send us a copy for our transcript (include all Exhibits).
- Once the signatures have been obtained on the Memorandum of Agreement (Exhibit C), record the Memorandum of Agreement with the County Recorder's office. Retain the original in your file. Please send us a copy of the recorded Memorandum of Agreement, with the stamped Recorder's Cover Sheet showing the book and page location of recording, for our transcript file.
- IMMEDIATELY FOLLOWING EXECUTION OF THE AGREEMENT,** determine whether amended S.E.C. Rule 15c2-12 requires disclosure of the Agreement as a material Financial Obligation (as defined in the Rule). If such a filing is necessary, it would need to be made within 10 business days following execution of the Agreement. Your Bond Counsel and/or Disclosure Counsel, if any, may be able to assist in this analysis.
- You should keep your original files in a safe place to refer to in case of questions in the future.

# Ottumwa Housing Development Gap

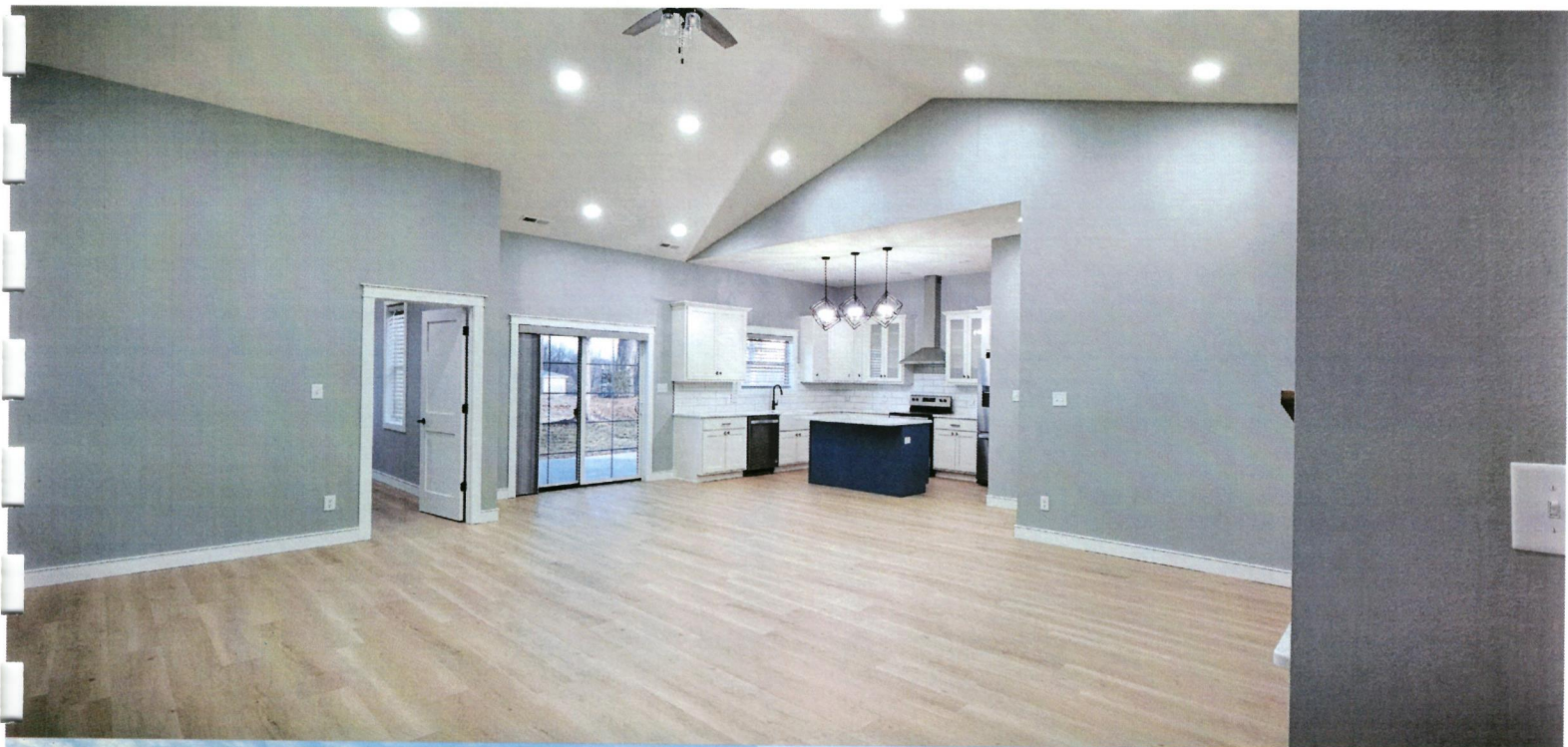
1015 East Court St

Ottumwa, IA

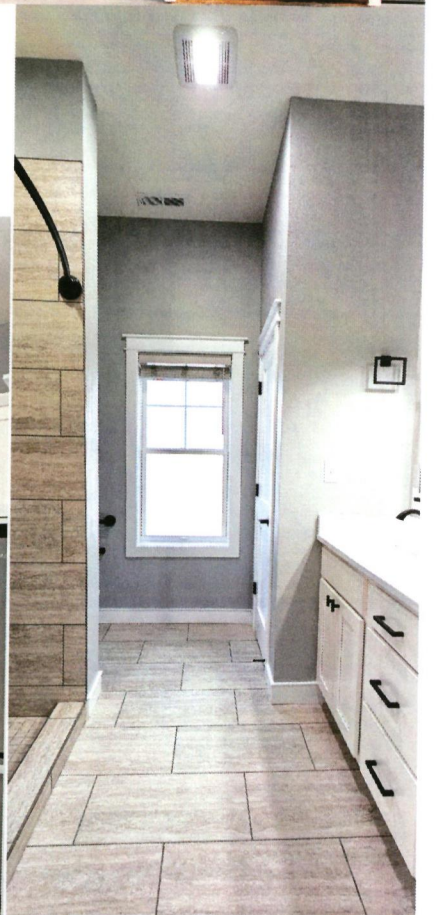


Designed by: Encite Architecture and Design

Developed by: Christner Properties



**\*Open Concept \* 3 bedroom 2 bath \* ADA accessible  
\*2 Car Attached Garage \* Front and Rear Patios  
\*1600 sqft \*all one level \* Energy Star appliances**



- During the 2022 housing study that was performed in Ottumwa/Wapello Co, 90% of those surveyed had interest in midsize 3-bedroom homes for purchase.
- This home at 1600 sqft with a 2 car attached garage is what most home buyers in the survey were looking for. This home has many of the features that real estate professionals tell us buyers are seeking.
- The same survey also showed that there is a lack of homes in the area in the \$100k to \$200k price range or renting under \$1000 per month. The survey also shows that 67% of those surveyed are paying less than \$1000 per month for rent or a mortgage.
- As you will see on the next page this home doesn't fit in the \$100k to \$200k range as we had a total build cost of \$335k. That \$335k is without the cost of purchasing the ground.
- We have a demand for 3-bedroom family homes with a price tag under \$200k. When we look at what has to be compromised from this home to get it below \$200k, we now have a house that doesn't have the features that buyers are demanding. Leaving us with a gap between cost to build and market.
- This home does work well for the empty nesters and close to retirement buyers that would like to have a low maintenance home all on one level. Which during the housing survey showed that 64% of those surveyed needs are not being currently met.

<b>Cost Code</b>	<b>Description</b>		<b>Total Job Cost</b>
01-5100	Temporary Utilities	\$	1,071.87
01-5300	Port-A-Jon	\$	523.80
01-5900	CAD Drawings/ Engineering	\$	1,225.12
01-7100	Mobilization/demo-Labor	\$	360.00
01-7200	Punchlist labor	\$	1,800.00
01-7300	Material un-loading/placing	\$	270.00
01-7400	Building Permit	\$	1,650.00
01-7800	General waste & disposal	\$	1,044.10
01-9200	Equipment	\$	1,500.00
01-9900	Consumables	\$	5,156.45
03-3000	Concrete, dirt work, rock and rebar	\$	45,200.00
06-1000	Rough carpentry	\$	46,872.29
06-4000	Architectural woodwork	\$	24,725.00
07-2000	Insulation	\$	3,352.20
07-2500	House wrap	\$	1,620.00
07-5000	Membrane roofing & trusses	\$	25,725.51
07-6000	Flashing and sheet metal	\$	3,261.12
07-7000	Vinyl siding & exterior stone	\$	14,939.00
07-9000	Caulking	\$	450.00
08-1000	Doors and Frames	\$	18,742.73
08-3000	Overhead garage door and opener	\$	3,505.00
08-5000	Windows	\$	6,890.28
09-2000	Gypsum board systems	\$	22,500.00
09-6000	Floorings, tile shower, fireplace, backsplash	\$	23,969.00
09-9000	Painting and garage floor coating	\$	14,870.00
10-2000	Interior specialties & restroom fixtures	\$	731.98
10-3000	Fireplace unit	\$	503.10
11-3000	Appliances - kitchen & laundry	\$	6,202.22
22-1000	Plumbing	\$	14,875.00
22-4000	Plumbing fixtures	\$	1,785.91
23-1000	HVAC system	\$	18,500.00
26-1000	Electrical	\$	18,500.00
26-5000	Light fixtures	\$	3,413.94
32-9000	Planting, sod & trees	\$	6,080.00
33-1000	Sewer & water utilities	\$	3,800.00
		\$	345,615.62
	City Rebate	\$	10,000.00
	<b>Total</b>	\$	<b>335,615.62</b>



404 W. Main Street  
 Ottumwa, IA 52501 US  
 641-226-9393  
 elite.plumbing@icloud.com

**Estimate**

ADDRESS
Christner Contracting LLC. 17587 Highway 34 Ottumwa, IA 52501

ESTIMATE #	DATE
1012	04/27/2023

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/27/2023	<b>Bid Job</b> We propose to furnish all labor and material for a complete working plumbing system. All water to be in pex A piping, W/V to be in PVC sch 40. Sewer and water stubbed 5' outside of foundation. Gas to WH and furnace. All fixtures supplied by others (including WH) Elite Plumbing will set and hook up plumbing fixtures. For the sum of the following 14,875.00 for each 1600 Sq foot house.	1	14,875.00	14,875.00

SUBTOTAL	14,875.00
TAX	0.00
<b>TOTAL</b>	<b>\$14,875.00</b>

Accepted By

Accepted Date

**Quote Number****1591****Date:** 06/29/2023**Expires on:** 7/29/2023**Project Manager:** Dusty Ware**Email :** dusty@ftcottumwa.com**Phone Number :** (641) 682-8379**Floor To Ceiling Ottumwa**

2827 N. Court Road

Ottumwa, IA 52501

**Phone:** (641) 682-8379<https://www.ftcottumwa.com>**Customer Information****Customer Name:** Christner Contracting**Address:** 17587 U.S. 34, Ottumwa, IA 52501**Cell Phone:** (641) 777-8906**Service Site Details****Contact Name:** Brad Fisher**Address:** 105 3rd Street East, Ottumwa, IA 52501**Email:** brad@christnercontracting.com**Cell Phone:** (641) 226-1791**Material and Labor**

Item	Description/Area	Amount
<b>Carpet Service</b>		
Paramount Bliss Db Lvt 7.36X48	Style: Paramount Bliss Db Lvt 7.36X48 / Color: Eagle Rock	\$4,283.97
XI Brands Stix 2230 Pressure Sensitive Adhesive 4	Style: XI Brands Stix 2230 Pressure Sensitive Adhesive 4 / Color: Adhesive	\$308.18
Installation of Dryback Vinyl	Dryback Vinyl Instalation	\$3,952.00
Paramount Forum 12X24	Style: Paramount Forum 12X24 / Color: Silver	\$736.31
Paramount Forum Mosaic 12X12 Mesh (1X2)	Style: Paramount Forum Mosaic 12X12 Mesh (1X2) / Color: Silver	\$633.00
Mapei Keraflex Plus Mortar 44 Lbs	Style: Mapei Keraflex Plus Mortar 44 Lbs / Color: Gray	\$84.60
Mapei Flexcolor Cq 2 Gallon Ready To Use Grout	Style: Mapei Flexcolor Cq 2 Gallon Ready To Use Grout / Color: Gray	\$177.27
Tile Install	Ceramic Tile Install: MBR Walk-in shower (Includes installation of waterproofing shower system), MBR Flooring, Kitchen B/S Tile, Ledger Stone on Fireplace wall	\$7,500.00
Natural Slate Field 6X24 Ledger Panel	Style: Natural Slate Field 6X24 Ledger Panel / Color: Kota Bluestone	\$805.20
Backsplash Tile	Backsplash Tile: American Olean, Color Story, Ice White 4x16	\$177.30
Schluter Systems	Schluter Waterproofing Shower System; includes pre-sloped waterproof pan, Kerdi Board Panels, Kerdi tape, Kerdi Waterproof Curb, Screws, Shower valve flange, Kerdi Drain, (1) 12x24 waterproof shower niche, Schluter Trim for edges	\$1,153.85
Ditra	Ditra Uncoupling Membrane (tile substrate for MBR floor)	\$270.60

Ditra	Ditra Heat System w/ Smart Thermostat *No Charge* See Attached Picture	\$0.00
Floor Prep	Floor Prep Fresh Concrete	\$1,000.00
Freight	Material Freight	\$300.00

		<b>Total</b>	<b>\$21,382.28</b>
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**Sales Tax**      **\$604.11**

**Grand Total**    **\$21,986.39**



**Proposal**  
Hindman / Person  
Heating & Air Conditioning  
637 West 2<sup>nd</sup> Street  
Ottumwa, IA 52501  
(641) 682-3922

Proposal Submitted To:

CCI

ATTN: BRAD

E-MAIL: brad@christnercontracting.com

Street

City, State and Zip

Architect

Phone

Date

4-20-23

Job Name

SPEC HOUSE

Job Location

1315 E. COURT

Date of Plans

Job Phone

We hereby submit specifications and estimates for:

ALL MATERIALS, LABOR, LOW VOLTAGE, INSULATED DUCT, GAS LINE TO FURNACE AND WATER HEATER ONLY AND PERMITS. BATH VENTS AND DRYER VENTS BY OTHERS FOR THE FOLLOWING:

AMANA DISTINCTIONS 96% GAS FURNACE WITH 2 ½ TON AIR CONDITIONER & COIL WITH LIFETIME HEAT EXCHANGER AND COMPRESSOR WARRANTY & 10 YEAR ALL PARTS. AIR CONDITIONER TO SET ON YOUR LEVEL GROUND.

TOTAL PRICE.....\$ 18,500.00

**OPTION 1:** AMANA 2 STAGE, 96% FURNACE WITH AMANA ASX16031 AIR CONDITIONER WITH LIFETIME UNIT REPLACEMENT FOR HEAT EXCHANGER OR COMPRESSOR FAILURE AND 10 YEAR ALL PARTS. (409 STAINLESS STEEL HEAT EXCHANGER.) AIR CONDITIONER TO SET ON YOUR LEVEL GROUND.

TOTAL PRICE.....\$ 19,700.00

THANK YOU FOR YOUR CONSIDERATION.....DALE

**\*LINE VOLTAGE BY OTHERS**

**\*BATH VENTS & DRYER VENTS BY OTHERS**

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance

Authorized  
Signature



Note: this proposal may be withdrawn from us if not accepted with in 30 days

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

**Date of Acceptance** \_\_\_\_\_

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

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

Proposal from;

## K W Electric

13346 Lily Ave. Quality Electrical Service Since 1996  
Bloomfield, Ia 52537 Family Owned and Operated  
phone 641-459-3889 waller\_keith@hotmail.com  
Keith E. Waller/Owner 641-777-6701

Proposal Submitted to:

name	Christner Contracting Inc.	date	4/18/2023
street	17587 Hwy 34	job	spec home
city	Ottumwa	job site	1015 E Court, Ott.
state	Iowa 52501	attn	Brad Fisher
cell	641-226-1791		
e-mail	brad@christnercontracting.com		

KW Electric is happy to quote the following  
scope of work;

To wire spec home as per plans and addendum  
dated 2/24/2023.

price each of four homes \$18,500.00

**Seventy Four Thousand Dollars \$74,000.00**

All work done with quality craftsmanship, code  
compliance, and inspected.  
Licensed and Insured.

Authorized signature Keith E Waller

Authorized Acceptance \_\_\_\_\_



[ CITY OF ]

OTTUMWA

**Citizen Input Request Form**

1-16-24  
Council Meeting Date

Name: KATIE HOWARD

Address: 1111 HAMILTON ST.

Item No. to Address: Consent  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

get email - send Code Section

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The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



[ CITY OF ]

OTTUMWA

**Citizen Input Request Form**

1.16.2024

Council Meeting Date

Name: Tom Szio

Address: 8301 N. Court

Item No. to Address: L-4 Mayor term  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.