



| CITY OF |
O T T U M W A

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 6
Bridge View Center, 102 Church St.

February 6, 2024
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Galloway, Hoffman, McAntire, Caviness, Bossou and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 3 on January 16, 2024, Special Work Session No. 4 on January 23, 2024 and Special Work Session No. 5 on January 30, 2024 as presented.
 2. Acknowledge January 2024 Prepaid Claims List and approve February 6, 2024 Claims List as submitted by the Finance Department.
 3. Recommend appointment of Mary Stewart to the Ottumwa Water Works Board of Trustees, term to expire 7/22/27 due to a vacancy and Brenda Case to the Historic Preservation Board, term to expire 1/1/2025 due to a vacancy and Acknowledge assignment of City Council members to elective Advisory Boards.
 4. Civil Service Eligibility Lists for January 24, 2024: Communications Specialist Dispatch Entrance and Clerk Entrance.
 5. Accept the proposed engagement letter from Piper Sandler for the consultation related to bond services for 2024.
 6. Resolution No. 26-2024, fixing date for a public hearing on the proposal to convey certain real property to Wilson B&L, LLC, and providing for publication of notice thereof.
 7. Resolution No. 35-2024, approving the Contract, Bond, and Certificate of Insurance for Blake's Branch Phase 8, Division II, Sewer Separation Project.
 8. Beer and/or liquor applications for: The Keg, 622 Church St., with outdoor service area; Albia Road BP, 1340 Albia Rd.; North Court BP, 1301 N. Court; For the Love of Paint by Good Shepard Creations, 324 E. Main St.; Pennsylvania & Jefferson BP, 1147 N. Jefferson; 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. *Continue* the public hearing from January 16, 2024.
- 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.

2. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Ottumwa Park Playground Equipment Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 22-2024, approving the plans, specifications, form of contract and estimated cost for the Ottumwa Park Playground Equipment Project.

RECOMMENDATION: Pass and adopt Resolution No. 22-2024.

3. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Sanitary Sewer Spot Repair Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 39-2024, approving the plans, specifications, form of contract and estimated cost for the Sanitary Sewer Spot Repair Project.

RECOMMENDATION: Pass and adopt Resolution No. 39-2024.

4. This is the time, place and date set for a public hearing on the proposed reallocation of Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022A, of Ottumwa, Iowa.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 43-2024, instituting proceedings to take additional action and approving the reallocation of certain unspent proceeds of the General Obligation Capital Loan Notes, Series 2022A, of the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 43-2024.

5. This is the time, place and date set for a public hearing on Ordinance No. 3223-2024, Amending the Municipal Code of the City of Ottumwa, Iowa by Amending Section 31-14(a) entitled "Fees and Charges, Costs."
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Ordinance No. 3223-2024, amending the Municipal Code of the City of Ottumwa, Iowa by Amending Section 31-14(a) entitled "Fees and Charges, Costs."

RECOMMENDATION: Pass the first consideration of Ordinance No. 3223-2024.

G. ORDINANCES:

1. Ordinance No. 3222-2024, amending City of Ottumwa, Iowa Code of Ordinances Chapter 12 – Elections and Adopting the Nomination by Petition Manner of Election for the City of Ottumwa pursuant to Iowa Code Chapter 45.

RECOMMENDATION: Pass the first Consideration of Ordinance No. 3222-2024.

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

I. RESOLUTIONS:

1. Resolution No. 23-2024, approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, totaling \$1,437,306.14 and subject to review by the local assessor.

RECOMMENDATION: Pass and adopt Resolution No. 23-2024.

2. Resolution No. 24-2024, approving and authorizing Addendum to Grant Administration Contract between the City of Ottumwa and Area 15 Regional Planning Commission for the 307 E. Main Upper-Story Housing Project (CDBG No. 20-CVN-050).

RECOMMENDATION: Pass and adopt Resolution No. 24-2024.

3. Resolution No. 25-2024, approving additional Transfer of Funds through December 31, 2023 as presented by the Finance Department.

RECOMMENDATION: Pass and adopt Resolution No. 25-2024.

4. Resolution No. 30-2024, Set February 20, 2024 at 5:30 P.M. as the date for a public hearing on the authorization of a Loan Agreement and the issuance of Notes not to exceed \$6,000,000 General Obligation Capital Loan Notes (ECP-1) of the City of Ottumwa, State of Iowa (for essential corporate purposes) and providing publication of notice thereof.

RECOMMENDATION: Pass and adopt Resolution No. 30-2024.

5. Resolution No. 31-2024, Set February 20, 2024 at 5:30 P.M. as the date for a public hearing on the authorization of a Loan Agreement and the issuance of Notes not to exceed \$700,000 General Obligation Capital Loan Notes (GCP-2) of the City of Ottumwa, State of Iowa (for general corporate purposes) and providing publication of notice thereof.

RECOMMENDATION: Pass and adopt Resolution No. 31-2024.

6. Resolution No. 32-2024, Set February 20, 2024 at 5:30 P.M. as the date for a public hearing on the authorization of a Loan Agreement and the issuance of Notes not to exceed \$700,000 General Obligation Capital Loan Notes (GCP-3) of the City of Ottumwa, State of Iowa (for general corporate purposes) and providing publication of notice thereof.

RECOMMENDATION: Pass and adopt Resolution No. 32-2024.

7. Resolution No. 34-2024, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the 2023 RFP#3 – Hamilton Street Pavement Repair Project.

RECOMMENDATION: Pass and adopt Resolution No. 34-2024.

8. Resolution No. 36-2024, approving Professional Services Construction Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. for the Blake’s Branch Sewer Phase 8, Divisions II and III Projects.

RECOMMENDATION: Pass and adopt Resolution No. 36-2024.

9. Resolution No. 37-2024, approving Amendment to Professional Services Agreement for engineering services between the City of Ottumwa and Veenstra & Kimm, Inc. for the Blake’s Branch Phase 8, Division II, Sewer Separation Project.

RECOMMENDATION: Pass and adopt Resolution No. 37-2024.

10. Resolution No. 38-2024, waiving building permit fees for the Ottumwa Community Schools Tennis Courts Project.

RECOMMENDATION: Pass and adopt Resolution No. 38-2024.

11. Resolution No. 40-2024, approving a Termination Agreement with 1919 Architects.

RECOMMENDATION: Pass and adopt Resolution No. 40-2024.

12. Resolution No. 41-2024, authorizing the transfer of funds to Greater Ottumwa Partners in Progress (GoPIP) from the City of Ottumwa for RAGBRAI 2024.

RECOMMENDATION: Pass and adopt Resolution No. 41-2024.

13. Resolution No. 42-2024, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the 2023 Asphalt Street Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 42-2024.

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. Continued Discussion for Finance – FY24/25 Budget Items.

- Special Revenue Funds
 - a. 119 Emergency Fund
 - b. 121 LOST – Local Option Sales Tax Fund

- c. 167 Fire Bequest Fund
- d. 173 Library Bequest Fund
- e. 175 Police Bequest Fund
- f. 176 Reimbursement Grants
- g. 177 Historic Preservation Request
- Permanent Funds
 - a. 501 Cemetery Memorial Fund
 - b. 503 Cemetery Perpetual Care Fund

ADJOURN

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



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FAX COVER SHEET

City of Ottumwa

DATE: 2/2/2024 TIME: 11:00 AM NO. OF PAGES 6
(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 #6 to be held on 2/6/2024 at 5:30 P.M. at Bridge View Center.

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DEPT. ID 4717
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FILE NAME

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Ottumwa Courier
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CITY OF
OTTUMWA

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MEMO: Tentative Agenda for the Regular City Council Meeting #6 to be held on 2/6/2024 at 5:30 P.M. at Bridge View Center.

OTTUMWA CITY COUNCIL MINUTES

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

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

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

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

Caviness moved, seconded by McAntire to approve consent agenda items with removal of B-4 and B-5 to be discussed as stand alone items in Dept. Rec/Reports; Mins. from Regular Mtg. No. 1 on Jan. 2, 2024 as presented; Ack. Sept. 2023, Oct. 2023, Nov. 2023 financial stmts. and pymt. of bills as submitted by Finance Dept.; Approve Pymt. of Bills Listing through Jan. 11, 2024 as submitted by Finance Dept.; Res. No. 9-2024, setting public hearing on a petition requesting re-establishment and continuance of Downtown Ottumwa Self-Supported Municipal Improvement District ("SSMID"); Res. No. 10-2024, setting Feb. 6, 2024 as date of public hearing approving plans, specs., form of contract and est. cost for Ottumwa Park Playground Equip. Project; Res. No. 12-2024, fixing date for a Mtg. on Proposal to Reallocate Certain Unspent Proceeds of Gen. Obligation Capital Loan Notes, Series 2022A, of Ottumwa, IA; Res. No. 17-2024, directing Alliant Energy to revise Lighting System on Existing Structure #60397; Res. No. 18-2024, directing Alliant Energy to revise Lighting System on Existing Structure at Cross Section of Oak Meadow and Osage Dr.; Beer and/or liquor applications for: Recovery Room, 1805 W. Second; Uncle Buck's Bar & Grill, 518 Church St.; all applications pending final inspections. All ayes.

Galloway moved, seconded by Hoffman to approve agenda as presented with removal of Res. No. 8-2024 from the table for action as first resolution under Section I. All ayes.

Interim Finance Dir. Kinser updated council on finance. Auditors were not able to complete everything while on site so work continues; our valuations grew more than 3% which effects our combined general levy.

Mayor Johnson provided Megan Logan, Chair, Wapello Co. Coalition Against Human Trafficking, Proclamation for Slavery and Human Trafficking Prevention Month - January 2024.

Mayor Johnson inquired if anyone from the audience wished to address an item on the agenda. Katie Howard had questions pertaining to items in Consent Agenda. How is it decided what items are placed in this section. City Clerk Reinhard responded to question and will email her addtl. information for review. Tom Lazio requested to speak about mayoral term.

This was the time, place and date set for a public hearing on consid. of a ten-year municipal lease and operating agt. between City of Ottumwa and A.A.W. Golf Group, LLC. City Admin. Rath reported Adam and legal are still working out all details within the lease; request to cont. public hearing over to next mtg. will have finalized documents then. Caviness moved, seconded by Hoffman to cont. public hearing to next mtg. All ayes.

Caviness moved, seconded by Hoffman to auth. Termination of Lease Agt. between City of Ottumwa and Brd. of Trustees of the Chief Wapello Trail for the Boy Scout bldg. in the Greater Ottumwa Park. Parks & Rec. Dir. Rathje reported lease effective July 1, 2016 for twenty-five yrs., with option to terminate with sixty days notice. Lease will terminate Feb. 1, 2024. All ayes.

Caviness moved, seconded by Hoffman to auth. Interim Finance Dir. to proceed with issuing RFP's related to updated financial software program for the City. Kinser reported, current financial system is

extremely outdated; staff spends numerous hrs. duplicating steps that could be done within a newer system with options to see dept. funds in real time; choose between server based or cloud based; est. up to \$250,000 to implement with annual maintenance costs \$50,000; current IBM server will no longer be supported by outside support after May 31, 2024. All ayes.

Caviness moved, seconded by Galloway to auth. purchase of Four-post Lift from BendPak in amt. \$36,765 for PW Garage. PW Dir./City Engineer Burgmeier reported this replaces a lift that was inspected Sept. 26, 2022 with a notation the structural components were rusting, expanding and breaking welds and needed attention. The lift is used daily by mechanics at garage. All ayes.

Caviness moved, seconded by Galloway to auth. purchase of Sokkia iX-605 Robotic Total Station Kit from Transit Works for \$27,898 for Engineering Dept. Burgmeier reported this replaces our existing system (survey instrument) that is over twenty yrs. old and has reached the end of its plausible repair life; repairs exceed the value of the instrument. All ayes.

Galloway moved, seconded by Bossou that Res. No. 8-2024, approving and auth. execution of an agt. for private development and off-site improvements by and between the City and Christner Properties, LLC, be passed and approved. Comm. Dev. Dir. Simonson reported project addresses one of our urgent priorities over the past few yrs. and is addressed in housing strategy. One of the few areas we have been able to build multiple units to scale. Anthony Christner, owner, stated he did this project out of passion for Ottumwa's needs. Total build without City incentive \$345,000; sold for \$340,000. Bringing on two new full-time apprentices to learn the trade and keep costs down as much as possible. Simonson reported it doesn't make sense to complete the project as is without sewer connection. Galloway asked, how does this incentive affect the sewer fund balance? Rath reported current balance sewer fund \$3.5 Million; offering \$52,000 is a small portion. Galloway wants to ensure that we as a council are willing to have these conversations and work collaboratively; if we don't ask the questions, the public isn't informed. McAntire added, communication on these developments needs to come to Council sooner; it wasn't very wise to start a project in hopes we would agree to incentive amt. Caviness added, it's wrong to support private enterprises with tax payers dollars; \$10,000 incentive though Build Ottumwa is enough. Simonson added, Build Ottumwa incentive is funded through Legacy and ARPA Funds. Galloway requests to see the impact of this incentive. Motion carried 4-1. Ayes: McAntire, Bossou, Galloway, Hoffman. Nays: Caviness.

Hoffman moved, seconded by Galloway that Res. No. 11-2024, approving Transfer of Funds through Dec. 31, 2023 as presented by Finance Dept., be passed and adopted. All ayes.

Caviness moved, seconded by McAntire that Res. No. 13-2024, adopting Fixed Asset Policy for City of Ottumwa, be passed and adopted. All ayes.

Hoffman moved, seconded by McAntire that Res. No. 14-2024, approving Purchase Agt. between City and Sutphen for a new Fire Apparatus, be passed and adopted. All ayes.

Galloway moved, seconded by Bossou that Res. No. 15-2024, approving Professional Services Agt. between City and Piper Sandler & Co. for funding of Ph. 8 Sewer Separation projects through Div. 4, be passed and adopted. Burgmeier reported compensation is contingent on total project budget and is due at closing of SRF loan; the fee will be calculated as 0.175% of project budget with a min. per project \$5,000. Each issue will incur a cost of \$2,500 for preparation, distribution, printing and mailing of preliminary and final official stmts. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 16-2024, approving Amendment No. 1 to

Destination IA Grant Award for Ottumwa SportsPlex, be passed and adopted. All ayes.

Caviness moved, seconded by Galloway that Res. No. 19-2024, auth. Mayor to Sign and Submit Application to IA Dept. of Transportation under Revitalize IA's Sound Economy (RISE) Grant Program for Improvements to Helgerson Flats, and if Funded, to Sign all Contract Related Documents, be passed and adopted. Rath reported there has been interest in the site, but development fell short due to expressed concerns with access to the site. GoPIP Dir. Roe added, we've had conversations with IADOT; the State offers grant program to assist with transportation related barriers to economic development. Will work collaboratively with city and county in two separate phases. If able to secure city funding through RISE, we will need to voluntarily annex property into the City. All ayes.

McAntire moved, seconded by Galloway that Res. No. 21-2024, auth. Purchase and Installation of Public Art and Accepting funding for Total Cost of Purchase and Installation from Ottumwa Legacy Foundation, be passed and adopted. Motion carried 4-1. Ayes: McAntire, Caviness, Galloway, Hoffman. Abstain: Bossou (due to previous employment at Legacy as Project Coordinator for this project).

Mayor Johnson announced a ten minute recess at 7:10 P.M.

Council reconvened at 7:20 P.M. - work session items for discussion.

Mayor began, option of changing mayoral term from four yr. to two yr. Tom Lazio, as a previous mayor, quite a bit of time was devoted to this to change it from two yr. to four yr. It is hard to work on long-term goals if you are only in office for two yrs. It takes time to get mayor and council into a rhythm; keeping mayor and council the same (four yrs.) helps with consistency to address long range policies and procedures. All council agrees - keep mayor term as four yr.

Primary Provisions for Elections; Caviness began by stating it is expensive to hold primaries; when you look at records, those that run and win primaries, are usually the ones elected for the position. All council agrees, this is a cost that as a city, we don't need to incur, it hasn't been very often that we've had large number of people run for offices. Would like to see this item on the agenda for the next mtg. to eliminate primary provisions.

Mayor began the discussion about City of Ottumwa Brds & Commissions. Any way to try and standardize our process; term length, term limits? Went through council representation on each board – these will be presented in Consent Agenda at the next regular mtg. Galloway agrees having term limits is important; it allows for new ideas and growth; however, we also struggle to have all seats filled. How are we going to better market positions? She added, do we truly have a plan to ensure that these are going to be filled? Mayor brought up residency requirement. Should this be changed? Council agrees, there are just as many Wapello County residents vested in City brds.; open up to reflect City and County residency.

Items agreed upon to take to legal counsel:

- Four year term with two term limit with third year consideration if no applicants to fill seat.
- Five members unless specifically addressed by Code (Civil Service, Historic Preservation, Zoning Board of Adjustment).
- Remove residency requirement (unless dictated by Code) – can require a specified number of City residents to be on the board; for county residents – if they are already serving on a board/commission in another municipality – exempt them from serving on ours.

All agree to continue this conversation; want input from commissions and dept. heads.

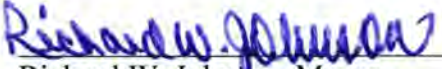
Interim Fire Chief Short began the discussion on the City's Fire Protection and Prevention Code; Amendments to the 2021 International Fire Code. Short contacted other cities to discuss; only three locations allow exemptions to the 2021 Code Amendment pertaining to sprinklers and they are using either the 2012 or 2015 IFC. Other cities who adopted the most recent Amendment to IFC are not allowing any exemptions. Short does not support making any changes to the Amendment and leaving it in place as is.

Simonson reported, unfortunately, I have a different opinion. We need something in place to allow projects to be completed; you can add safety features to existing structures. The most urgent priority is getting the vacant bldgs. occupied. Galloway added, some communities offer incentives to help developers install sprinkler systems (as they are expensive). Simonson and Short agree to work together to see if they can come up with a compromise. Hoffman added, this is a work together to find the best solution for everyone. Galloway wants to see the conversation cont. and try to come up with different options.

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

Adjournment was at 8:37 P.M.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, IaCMC, City Clerk

Published in the Ottumwa Courier on 1/27/2024.



OTTUMWA CITY COUNCIL MINUTES

WORK SESSION NO. 4
Room 8B – Depot Conference Room

January 23, 2024
5:30 O’Clock P.M.

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

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

Staff present City Admin. Rath, Interim Fin. Dir. Kinser, Accountant McGriff, HR Dir. Codjoe, IT Mgr. Wilson, PIO Lawrence, Dir. Airport Oper. Wheaton, Com. Dev. Dir. Simonson, Parks & Rec. Dir. Rathje, PW Dir./City Engineer Burgmeier, Interim Fire Chief Short, Police Chief Farrington, WPCF Supt. Lloyd.

Others in attendance Exec. Dir. BVC Hallgren and John Hunolt representing Cemetery Brd. of Trustees.

Galloway moved, seconded by Bossou to approve agenda as presented. All ayes.

Kristine Stone & Logan Brundage with Ahlers & Cooney, P.C. discussed role of Council Members to establish policies and direction for the city; for all five seats to act together as one body; identify priorities during budget work sessions and focus on these priorities over the next fiscal yr.; Open Mtgs IA Code §21 seeks to assure governmental decisions and mtgs. are easily accessible to the citizens; all actions and discussions are conducted and executed in open session with mins. transcribed; there are twelve possible reasons to go into closed session, but final action must occur in open. Open Records IA Code §22 – “The purpose of the Open Records Act is to open the doors of government to public scrutiny and to prevent government from secreting its decision making activities from the public, on whose behalf it is its duty to act.” Public records requests funneled through lawful custodian (City Clerk) who is responsible for implementing the requirements of the Open Records Law.

Kinser reported Intro/Overview of Budget process; Debt Service and 2024 Borrowing – each dept. request was discussed in length; these items have all been presented as a need for each dept. with everything submitted, we can easily hold the line with where we need to be within the debt service tax levy. Council gets to define the City’s affordability; requests are presented to our financial advisor and I present to you for approval. Total proposed bonding requests \$6,854,450 with issuance costs est. between \$150,000 and \$200,000 for a total bond \$7 Million.

The City’s total tax levy for this year is \$21.20 and we are proposing \$21.00 or a reduction of \$0.20 for every \$1,000 of taxable valuation.

John Hunolt, Chair, Cemetery Brd. of Trustees, read stmt. from the brd. The current cemetery office and maintenance bldg. is not sustainable; not ADA accessible; not able to provide quality service to our customers; records storage is in basement where water is retained; water runs onto the main electrical box every time it rains. Seems like funding for the cemetery is rejected.

Will move the remaining items (Capital Funds discussion) to another Special Work Session next Tues., Jan. 30, to continue the conversation.

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

Adjournment was at 7:52 P.M.

CITY OF OTTUMWA, IOWA

Richard W. Johnson
Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard

Christina Reinhard, IaCMC, City Clerk

Published in the Ottumwa Courier on 2/1/2024.



OTTUMWA CITY COUNCIL MINUTES

WORK SESSION NO. 5
Room 8B – Depot Conference Room

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

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

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

Staff present City Admin. Rath, Interim Finance Dir. Kinser, Accountant McGriff, IT Mgr. Wilson, PIO Lawrence, Dir. Airport Oper. Wheaton, Com. Dev. Dir. Simonson, Parks & Rec. Dir. Rathje, PW Dir./City Engineer Burgmeier, Interim Fire Chief Short, Police Chief Farrington, WPCF Supt. Lloyd, Library Dir. Ferrell.

Galloway moved, seconded by Hoffman to approve agenda as presented. All ayes.

Kinser discussed bonding for the next two yrs.; looking at \$6.854 Million (rounded up to \$7 Million) with the idea of not borrowing anything the following yr. The City's legal debt capacity is 5% of assessed valuations. Rath and Kinser have discussed with Tim Oswald, Managing Dir., Piper Sandler & Co. for bond issuances and on-going sewer rates. He will discuss bonds at a future mtg. Went through each of the capital funds with narrative provided by dept. heads for their projects.

Discussion shifted to General Fund & Associated Special Revenue Funds. Kinser reported the General Fund Summary Page was incorrect in the packets and provided the correct one that included dept. 540 (Planning & Develop.). Proposed FY25 shows a deficit of \$855,263.22 along with an amendment to FY24 that runs parallel to what we are trying to accomplish through the budget mtgs. This is your first glance at raw data that will be adjusted throughout the process. The Tax Levy pre24 was combined (Civic Center, Library, Emergency) into \$8.10 General Fund Levy. New for FY25 – combined multiple tax levies into one Combined General Fund Levy (CGFL) that started at \$8.775 (total from FY24) and was reduced to \$8.519 due to our growth as a city (8.68%). This new CGFL does not reward Ottumwa for increased valuations; you need growth to support all operations. We will continue to see loss of funds over the next five yrs. until the CGFL is reduced to \$8.10. Galloway reported, this legislation hurts us as a city and our abilities to grow; remember to share your frustrations with our state legislators. Kinser will continue discussing Special Revenue Funds at the next mtg. Feb. 6, 2024.

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

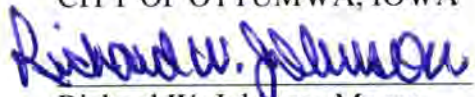
Adjournment was at 8:03 P.M.

ATTEST:




Christina Reinhard CMC, City Clerk

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

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Item No. B.-2.

CITY OF OTTUMWA		
JANUARY 2024 CLAIMS PAID (DOES NOT INCLUDE 1/16 COUNCIL CLAIMS)		
VENDOR NAME	AMOUNT	REASON
NOAH ALJETS	32.00	TRAVEL & CONFERENCE
AFLAC	1,793.30	AFLACE DEDUCTION PAYABLE
ALLIANT ENERGY	74,624.46	ELECTRIC
CENTURYLINK	1,660.85	TELEPHONE/IT
CHILD SUPPORT SERVICES	3,957.94	CHILD SUPPORT PAYABLE
DNR	31,142.10	IDNR SOLID WASTE FEES
DRISH CONSTRUCTION, INC	7,348.12	CONTRACTUAL SERVICES
LANGMAN CONSTRUCTION, INC	215,911.82	UTILITY SYSTEMS
LOKTRONICS SECURITY CORP	567.96	OPERATING SUPPLIES
MANDY MARTELL	18.12	TRAVEL & CONFERENCE
MIDAMERICAN ENERGY CO	3,163.60	NATURAL GAS
MISSIONSQUARE	2,450.76	ICMA DEF COMP PAYABLE
WILL MUNLEY	8.00	TRAVEL & CONFERENCE
AARON VOSE	184.00	TRAVEL & CONFERENCE
OTTUMWA WATER AND HYDRO	330.26	WATER
KATLYN OVERTURF	22.00	TRAVEL & CONFERENCE
BRITTANEY SWIERK	12.00	TRAVEL & CONFERENCE
WAPELLO COUNTY UNITED WAY	10.00	UNITED WAY DEDUCTION
WINDSTREAM ENTERPRISE	1,929.41	TELEPHONE/IT
WOODRIVER ENERGY LLC	11,947.14	NATURAL GAS
DEVIN YEAGER	8.00	TRAVEL & CONFERENCE
ACH - UKG	1,244,569.57	PAYROLL
ACH - ADVANTAGE ADMINISTRATORS	4,124.66	PAYROLL
ACH - NATIONWIDE	2,430.00	PAYROLL
ACH- PURCHASING CARD	76,848.84	PURCHASING CARD PAYMENT
ACH- MUNICIPAL POLICE & FIRE CO	124,783.53	PAYROLL
ACH- AV FUEL	24,458.21	AIRPORT FUEL
ACH- IPERS	83,994.27	PAYROLL
ACH- IOWA DEPARTMENT OF REV	19,179.28	SALES TAX
ACH- RETURNED ITEMS & FEES	2,688.94	RETURNED ITEMS
ACH- CREDIT CARD FEES	1,209.60	PROCESSING FEES
TOTAL PREPAID CLAIMS	1,941,408.74	

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01173	17344136501	LIBRARY MATERIALS	VR 24020701-001	12/27/2023	-	DIGITAL SCAN	15130.00
CHECK TOTAL FOR CHECK NUMBER 219983 DATED 02/06/2024 WRITTEN TO 00672 ADVANTAGE ARCHIVES, LLC for the amount of							15130.00
01860	86066656490	OTHER PROF SERV	VR 24020701-002	01/19/2024	-	FSA ADMIN JAN 2024	202.10
CHECK TOTAL FOR CHECK NUMBER 219984 DATED 02/06/2024 WRITTEN TO 00679 ADVANTAGE ADMINISTRATORS for the amount of							202.10
01820	8202140	AFLAC DEDUCTION PAYABLE	VR 24020703-034	01/26/2024	-	WX946	1793.30
CHECK TOTAL FOR CHECK NUMBER 219985 DATED 02/06/2024 WRITTEN TO 00690 AFLAC for the amount of							1793.30
01131	13122806310	BLDG MAINT & REPAIR	VR 24020701-003	01/03/2024	-	SERVICE CALL	131.00
CHECK TOTAL FOR CHECK NUMBER 219986 DATED 02/06/2024 WRITTEN TO 00795 J. F. AHERN CO. for the amount of							131.00
01001	00166106411	LEGAL FEES	VR 24020701-006	01/23/2024	-	MATTER 173 CLIENT 10981	621.00
01001	00166106411	LEGAL FEES	VR 24020701-004	01/24/2024	-	MATTER 132 CLIENT 10981	440.00
01001	00166156411	Legal Fees	VR 24020704-001	01/25/2024	-	CLIENT 10981 MATTER 63	552.00
01001	00166106411	LEGAL FEES	VR 24020701-007	01/23/2024	-	CLIENT 10981	6072.55
01151	15133426411	LEGAL FEES	VR 24020701-008	01/23/2024	-	CLIENT 10981	1124.57
01001	00166106411	LEGAL FEES	VR 24020701-005	01/19/2024	-	MATTER 181 CLIENT 10981	631.50
CHECK TOTAL FOR CHECK NUMBER 219987 DATED 02/06/2024 WRITTEN TO 00800 AHLERS & COONEY P.C. for the amount of							9441.62
01670	67088406331	VHCL MTCE SUPPLIES	VR 24020704-002	12/20/2023	-	604779	5315.17
01670	67088406331	VHCL MTCE SUPPLIES	VR 24020701-009	01/04/2024	-	604779	1147.25
01670	67088406331	VHCL MTCE SUPPLIES	VR 24020701-010	01/08/2024	-	604779	181.69
01670	67088406331	VHCL MTCE SUPPLIES	VR 24020701-011	12/28/2023	-	604779	98.40
CHECK TOTAL FOR CHECK NUMBER 219988 DATED 02/06/2024 WRITTEN TO 02080 ALTORFER INC. for the amount of							6742.51
01110	11022406531	STREET MAINT SUPPLIES	VR 24020701-013	01/02/2024	-	COO603	454.48
01110	11022406531	STREET MAINT SUPPLIES	VR 24020701-012	01/16/2024	-	COO603	303.75
CHECK TOTAL FOR CHECK NUMBER 219989 DATED 02/06/2024 WRITTEN TO 03641 AMERICAN TRAFFIC SAFETY for the amount of							758.23
01141	14155536499	CONTRACTUAL SERVICES	VR 24020703-001	07/12/2023	-	ADMIN 20-CVN-050-JUNE	1984.23
01141	14155536499	CONTRACTUAL SERVICES	VR 24020703-002	08/04/2024	-	ADMIN 20-CVN-050-JULY	258.65
01141	14155536499	CONTRACTUAL SERVICES	VR 24020703-003	08/31/2023	-	ADMIN 20-CVN-050-AUG 23	53.44
01141	14155536499	CONTRACTUAL SERVICES	VR 24020703-004	09/30/2023	-	ADMIN 20-CVN-050-SEPT 2	444.78
01141	14155536499	CONTRACTUAL SERVICES	VR 24020703-005	10/31/2023	-	ADMIN 20-CVN-050-OCT 23	320.64
01141	14155536499	CONTRACTUAL SERVICES	VR 24020703-006	11/30/2023	-	ADMIN 20-CVN-050-NOV 23	2048.91
01141	14155536499	CONTRACTUAL SERVICES	VR 24020703-007	12/31/2023	-	ADMIN 20-CVN-050-DEC 23	1272.30
CHECK TOTAL FOR CHECK NUMBER 219990 DATED 02/06/2024 WRITTEN TO 05368 AREA 15 REGIONAL PLANNING for the amount of							6382.95
01125	12555266413	PAYMENTS- OTHER ENTITIES	VR 24020704-003	12/01/2023	-	GRANT 2ND INSTALL	62000.00

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 219991 DATED 02/06/2024 WRITTEN TO 05578 ASBURY HEIGHTS LLC for the amount of							62000.00
01001	00166256230	TRAINING	VR 24020701-014	01/17/2023	-	C101198	200.00
CHECK TOTAL FOR CHECK NUMBER 219992 DATED 02/06/2024 WRITTEN TO 05874 AVENU for the amount of							200.00
01001	00122606532	SUSTENANCE SUPPLIES	VR 24020701-015	01/24/2024	-	BOOT ALLOWANCE	154.84
CHECK TOTAL FOR CHECK NUMBER 219993 DATED 02/06/2024 WRITTEN TO 07011 RILEY BARKER for the amount of							154.84
01001	00111206627	OTHER SMALL CAPITAL	VR 24020701-016	12/27/2023	-	CAMERA	8699.99
CHECK TOTAL FOR CHECK NUMBER 219994 DATED 02/06/2024 WRITTEN TO 07246 BAYSINGERS POLICE SUPPLY for the amount of							8699.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020704-004	01/10/2024	-	122	690.46
CHECK TOTAL FOR CHECK NUMBER 219995 DATED 02/06/2024 WRITTEN TO 07870 JW BELL COMPANY for the amount of							690.46
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24020705-059	07/25/2023	-	247561743043	33165.00
CHECK TOTAL FOR CHECK NUMBER 219996 DATED 02/06/2024 WRITTEN TO 07887 BENDPAK, INC for the amount of							33165.00
01173	17344136520	LIBRARY MAT.-JAMES ESTATE	VR 24020701-017	01/05/2024	-	133040	100.00
CHECK TOTAL FOR CHECK NUMBER 219997 DATED 02/06/2024 WRITTEN TO 09352 BLACKSTONE PUBLISHING for the amount of							100.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020701-018	01/11/2024	-	#58	119.98
CHECK TOTAL FOR CHECK NUMBER 219998 DATED 02/06/2024 WRITTEN TO 09360 BLACK'S TIRE COMPANY LLC for the amount of							119.98
01610	61088156507	OPERATING SUPPLIES	VR 24020701-019	12/19/2023	-	118-001-7	8.24
01610	61088156507	OPERATING SUPPLIES	VR 24020701-020	12/28/2023	-	118-001-7	88.44
01610	61088156507	OPERATING SUPPLIES	VR 24020701-021	01/04/2024	-	118-001-7	319.99
01610	61088156507	OPERATING SUPPLIES	VR 24020701-022	01/04/2024	-	118-001-7	319.99
01610	61088156507	OPERATING SUPPLIES	VR 24020701-023	01/15/2024	-	118-001-7	299.99
CHECK TOTAL FOR CHECK NUMBER 219999 DATED 02/06/2024 WRITTEN TO 09692 BOMGAARS SUPPLY for the amount of							396.67
01670	67088406331	VHCL MTCE SUPPLIES	VR 24020701-024	01/17/2024	-	FOOT PEDAL	1408.77
CHECK TOTAL FOR CHECK NUMBER 220000 DATED 02/06/2024 WRITTEN TO 10233 C & C MANUFACTURING, LLC for the amount of							1408.77
01001	00111106372	SANITATION	VR 24020705-014	12/31/2023	-	0016054	90.00
01001	00111506372	SANITATION	VR 24020705-015	12/31/2023	-	0016054	90.00
01001	00144306372	SANITATION	VR 24020705-016	12/31/2023	-	0016054	90.00
01001	00166506372	SANITATION	VR 24020705-017	12/31/2023	-	0016054	90.00
01110	11022976372	SANITATION	VR 24020705-018	12/31/2023	-	0016054	90.00
01131	13122806372	SANITATION	VR 24020705-019	12/31/2023	-	0016054	90.00
01133	13344106372	SANITATION	VR 24020705-020	12/31/2023	-	0016054	90.00
01610	61088156372	SANITATION	VR 24020705-021	12/31/2023	-	0016054	90.00

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	00144456372	SANITATION	VR 24020705-022	12/31/2023	-	0016054	100.00
01001	00144306372	SANITATION	VR 24020705-023	12/31/2023	-	0016054	963.00
01673	67388436372	SANITATION	VR 24020705-032	12/31/2023	-	0082600	50.00
01673	67388436372	SANITATION	VR 24020705-029	12/21/2023	-	0082600	125.00
01673	67388436498	MISC CONTRACT WORK	VR 24020705-024	12/13/2023	-	0082600	140.00
01673	67388436498	MISC CONTRACT WORK	VR 24020705-031	12/28/2023	-	0082600	140.00
01673	67388436372	SANITATION	VR 24020705-030	12/07/2023	-	0082600	125.00
01001	00144306372	SANITATION	VR 24020705-013	12/07/2023	-	0016054	200.00
CHECK TOTAL FOR CHECK NUMBER 220001 DATED 02/06/2024 WRITTEN TO 11496 BRIDGE CITY SANITATION LLfor the amount of							2563.00
01110	11022756480	TREE TRIMMING	VR 24020701-027	01/08/2024	-	TENDAL ST	300.00
01110	11022756480	TREE TRIMMING	VR 24020701-026	01/08/2024	-	LINCOLN ST	250.00
01110	11022756480	TREE TRIMMING	VR 24020701-025	01/09/2024	-	715 RIVERSIDE	250.00
01110	11022756480	TREE TRIMMING	VR 24020701-028	01/07/2024	-	HIGHLAND	300.00
01110	11022756480	TREE TRIMMING	VR 24020701-029	01/02/2024	-	438 S MOORE	200.00
01110	11022756480	TREE TRIMMING	VR 24020701-030	01/10/2024	-	BLAKE ST	300.00
01110	11022756480	TREE TRIMMING	VR 24020701-031	01/10/2024	-	500 BLK COURT	250.00
01110	11022756480	TREE TRIMMING	VR 24020701-032	01/10/2024	-	CHILTON	250.00
01110	11022756480	TREE TRIMMING	VR 24020701-033	01/10/2024	-	GREEN ST	150.00
01001	00144306480	TREE TRIMMING	VR 24020701-034	01/11/2024	-	WILDWOOD	200.00
01110	11022756480	TREE TRIMMING	VR 24020701-035	01/11/2024	-	324 MCPHERARCE	150.00
01110	11022756480	TREE TRIMMING	VR 24020701-036	01/11/2024	-	N VERNAN ST	250.00
01110	11022756480	TREE TRIMMING	VR 24020701-039	01/18/2024	-	333 APPANOOSE	100.00
01110	11022756480	TREE TRIMMING	VR 24020701-038	01/16/2024	-	545 HIGHLAND	250.00
01110	11022756480	TREE TRIMMING	VR 24020701-040	01/18/2024	-	312 NORTH	200.00
01110	11022756480	TREE TRIMMING	VR 24020701-037	01/12/2024	-	W ST ALBANY	100.00
CHECK TOTAL FOR CHECK NUMBER 220002 DATED 02/06/2024 WRITTEN TO 12500 BUB'S TREE CARE for the amount of							3500.00
01133	13344106499	CONTRACTUAL SERVICES	VR 24020701-041	01/09/2024	-	ANNUAL SUPPORT	7080.00
CHECK TOTAL FOR CHECK NUMBER 220003 DATED 02/06/2024 WRITTEN TO 13270 BYWATER SOLUTIONS, LLC for the amount of							7080.00
01610	61088156507	OPERATING SUPPLIES	VR 24020703-008	12/20/2023	-	632829	14.08
01001	00133406506	OFFICE SUPPLIES	VR 24020703-011	01/03/2024	-	632829	6.84
01001	00144396507	OPERATING SUPPLIES	VR 24020703-012	01/03/2024	-	632829	19.48
01001	00144306506	OFFICE SUPPLIES	VR 24020703-009	12/28/2023	-	632829	95.76
01001	00144456507	OPERATING SUPPLIES	VR 24020703-013	01/11/2024	-	632829	17.14
01131	13122806507	OPERATING SUPPLIES	VR 24020703-010	12/29/2023	-	632829	102.80
CHECK TOTAL FOR CHECK NUMBER 220004 DATED 02/06/2024 WRITTEN TO 14317 CAPITAL ONE for the amount of							256.10
01670	67088406331	VHCL MTC SUPPLIES	VR 24020704-005	12/31/2023	-	99TD	4258.20
CHECK TOTAL FOR CHECK NUMBER 220005 DATED 02/06/2024 WRITTEN TO 15788 CATERPILLAR GLOBAL SERVICfor the amount of							4258.20
01110	11022986599	OTHER SUPPLIES	VR 24020701-042	01/17/2024	-	ITEM 4092	62.00

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 220006 DATED 02/06/2024 WRITTEN TO 16300 CENTRAL IOWA FASTENERS for the amount of							62.00
01110	11022506531	STREET MAINT SUPPLIES	VR 24020705-060	01/29/2024	-	C00584	6398.17
01110	11022506531	STREET MAINT SUPPLIES	VR 24020701-044	01/17/2024	-	C00584	4104.11
01110	11022506531	STREET MAINT SUPPLIES	VR 24020701-043	01/22/2024	-	C00584	2112.66
01110	11022506531	STREET MAINT SUPPLIES	VR 24020701-045	01/22/2024	-	C00584	2156.59
01110	11022506531	STREET MAINT SUPPLIES	VR 24020702-003	01/24/2024	-	C00584	12215.62
01110	11022506531	STREET MAINT SUPPLIES	VR 24020702-001	01/24/2024	-	C00584	4241.59
01110	11022506531	STREET MAINT SUPPLIES	VR 24020702-002	01/24/2024	-	C00584	2030.49
01110	11022506531	STREET MAINT SUPPLIES	VR 24020704-006	01/26/2024	-	C00584	2087.44
CHECK TOTAL FOR CHECK NUMBER 220007 DATED 02/06/2024 WRITTEN TO 16312 CENTRAL SALT LLC for the amount of							35346.67
01610	61088156373	TELEPHONE/IT	VR 24020703-015	01/22/2024	-	641 682 1026 999	50.18
01610	61088156373	TELEPHONE/IT	VR 24020703-014	01/22/2024	-	641 682 2025 113	64.68
01610	61088156373	TELEPHONE/IT	VR 24020703-017	01/22/2024	-	641 682 4033 378	71.67
01690	69088506373	TELEPHONE/IT	VR 24020703-016	01/22/2024	-	641 683 9346 787	64.68
CHECK TOTAL FOR CHECK NUMBER 220008 DATED 02/06/2024 WRITTEN TO 16402 CENTURYLINK for the amount of							261.21
01610	61088156399	OTHER MAINT & REPAIR	VR 24020701-047	01/04/2024	-	OTTUMWA	27676.70
01610	61088156399	OTHER MAINT & REPAIR	VR 24020701-046	01/17/2024	-	OTTUMWA	6682.72
CHECK TOTAL FOR CHECK NUMBER 220009 DATED 02/06/2024 WRITTEN TO 16456 CHARTER MACHINE COMPANY for the amount of							34359.42
01174	174444446627	OTHER SMALL CAPITAL	VR 24020703-018	01/23/2024	-	SCULPTURE	7000.00
CHECK TOTAL FOR CHECK NUMBER 220010 DATED 02/06/2024 WRITTEN TO 17790 CITY OF DUBUQUE for the amount of							7000.00
01503	5031141	CASH INVESTED PASSBK SVNGVR	24020701-048	01/26/2024	-	PERPETUAL CARE	684.00
CHECK TOTAL FOR CHECK NUMBER 220011 DATED 02/06/2024 WRITTEN TO 17825 CITY OF OTTUMWA, CEMETERY for the amount of							684.00
01001	00144456419	TECHNOLOGY SERVICES	VR 24020701-049	01/01/2024	-	TECH SUPPORT 1/24	32.95
01001	00144456419	TECHNOLOGY SERVICES	VR 24020701-050	02/01/2024	-	TECH SUPPORT 2/24	32.95
CHECK TOTAL FOR CHECK NUMBER 220012 DATED 02/06/2024 WRITTEN TO 18502 CLUB SENTRY SOFTWARE for the amount of							65.90
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-004	02/02/2024	-	HARSCH	322.25
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-008	02/02/2024	-	RITZ	180.07
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-007	02/02/2024	-	MAHAPPEY	110.76
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-001	02/02/2024	-	ADAMS	336.93
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-005	02/02/2024	-	HOPKINS	22.74
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-010	02/02/2024	-	WILKINS	5.53
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-006	02/02/2024	-	LIPE	146.30
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-002	02/02/2024	-	COFFMAN	244.27
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-003	02/02/2024	-	HULL	181.38
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-009	02/02/2024	-	TOSH	55.69
01820	8202132	CHILD SUPPORT PAYABLE	VR 24020705-011	02/02/2024	-	WOODWARD	373.05

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 220013 DATED 02/06/2024 WRITTEN TO 18980 CHILD SUPPORT SERVICES for the amount of							1978.97
01001	00111106490	OTHER PROF SERV	VR 24020702-004	12/29/2023	-	12/2/23-12/29/23	8.00
CHECK TOTAL FOR CHECK NUMBER 220014 DATED 02/06/2024 WRITTEN TO 21823 CREDIT BUREAU SERVICES for the amount of							8.00
01001	00144396507	OPERATING SUPPLIES	VR 24020702-005	01/16/2024	-	210 W MAIN	400.00
CHECK TOTAL FOR CHECK NUMBER 220015 DATED 02/06/2024 WRITTEN TO 22479 D P PLUMBING PLUS for the amount of							400.00
01001	00111206627	OTHER SMALL CAPITAL	VR 24020704-007	01/22/2024	-	OTTUMWA	9750.00
CHECK TOTAL FOR CHECK NUMBER 220016 DATED 02/06/2024 WRITTEN TO 22630 DANA SAFETY SUPPLY for the amount of							9750.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020702-008	12/18/2023	-	AMBULANCE	120.00
01001	00111106422	STATE TOWING/STORAGE FEES	VR 24020702-007	01/01/2024	-	TRAIL BLAZER	100.00
01110	11022506331	VHCL MTCE SUPPLIES	VR 24020704-008	01/10/2024	-	DUMP TRUCK #130	350.00
01610	61088156507	OPERATING SUPPLIES	VR 24020702-006	01/10/2024	-	END LOADER	350.00
CHECK TOTAL FOR CHECK NUMBER 220017 DATED 02/06/2024 WRITTEN TO 24330 DERANS TOWING SERVICE for the amount of							920.00
01175	17511166507	OPERATING SUPPLIES	VR 24020702-010	12/04/2023	-	DARE BOWLING PARTY	297.28
01175	17511166507	OPERATING SUPPLIES	VR 24020702-009	12/06/2023	-	DARE BOWLING PARTY	297.28
CHECK TOTAL FOR CHECK NUMBER 220018 DATED 02/06/2024 WRITTEN TO 25587 DURHAM SCHOOL SERVICES for the amount of							594.56
01110	11022506331	VHCL MTCE SUPPLIES	VR 24020704-009	01/24/2024	-	144689	36.31
CHECK TOTAL FOR CHECK NUMBER 220019 DATED 02/06/2024 WRITTEN TO 25593 DXP ENTERPRISES, INC. for the amount of							36.31
01610	61088156430	SLUDGE HAULING	VR 24020702-011	01/23/2024	-	SLUDGE HAULING	12705.00
CHECK TOTAL FOR CHECK NUMBER 220020 DATED 02/06/2024 WRITTEN TO 26640 ECOSYSTEMS INC for the amount of							12705.00
01002	00222206320	RAMP MAINT & REPAIR	VR 24020702-013	01/23/2024	-	210048	492.00
01110	11022426531	STREET MAINT SUPPLIES	VR 24020702-014	12/29/2023	-	210048	431.78
01313	31377266599	OTHER SUPPLIES	VR 24020702-015	01/04/2024	-	210048	1134.78
01313	31377266599	OTHER SUPPLIES	VR 24020702-016	01/03/2024	-	210048	276.59
01131	13122806310	BLDG MAINT & REPAIR	VR 24020702-012	01/19/2024	-	210048	53.62
CHECK TOTAL FOR CHECK NUMBER 220021 DATED 02/06/2024 WRITTEN TO 27010 CONSOLIDATED ELECTRICAL for the amount of							2388.77
01110	11022986333	VHCL-FUEL	VR 24020705-062	01/26/2024	-	5018	14538.27
01110	11022986335	IOWA FUEL TAX	VR 24020705-063	01/26/2024	-	5018	600.90
01110	11022986333	VHCL-FUEL	VR 24020702-017	01/16/2024	-	5018	15863.64
01110	11022986335	IOWA FUEL TAX	VR 24020702-018	01/16/2024	-	5018	1202.10
CHECK TOTAL FOR CHECK NUMBER 220022 DATED 02/06/2024 WRITTEN TO 27280 ELLIOTT OIL COMPANY for the amount of							32204.91
01133	13344106799	CAPITAL IMPROVEMENTS	VR 24020704-011	08/31/2023	-	OTTUMWA PL STUDY	1587.00

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01133	13344106799	CAPITAL IMPROVEMENTS	VR 24020704-010	09/30/2023	-	OTTUMWA PL STUDY	1375.00
01133	13344106799	CAPITAL IMPROVEMENTS	VR 24020704-012	10/31/2023	-	OTTUMWA PL STUDY	2693.17
CHECK TOTAL FOR CHECK NUMBER 220023 DATED 02/06/2024 WRITTEN TO 27619 ENGBERG ANDERSON, INC for the amount of							5655.17
01110	11022406532	SUSTENANCE SUPPLIES	VR 24020704-013	01/29/2024	-	BOOT ALLOWANCE	100.57
CHECK TOTAL FOR CHECK NUMBER 220024 DATED 02/06/2024 WRITTEN TO 29750 KEN PESKE for the amount of							100.57
01820	8202148	AVESIS PAYABLE	VR 24020702-019	11/15/2023	-	60790-1315	2420.75
01820	8202148	AVESIS PAYABLE	VR 24020702-020	12/18/2023	-	60790-1315	2455.84
CHECK TOTAL FOR CHECK NUMBER 220025 DATED 02/06/2024 WRITTEN TO 29829 FIDELITY SECURITY LIFE for the amount of							4876.59
01301	30177536407	ENGINEERING	VR 24020702-021	01/16/2024	-	MILNER ST	23800.76
CHECK TOTAL FOR CHECK NUMBER 220026 DATED 02/06/2024 WRITTEN TO 31797 GARDEN & ASSOCIATES LTD for the amount of							23800.76
01610	61088156507	OPERATING SUPPLIES	VR 24020703-035	01/17/2024	-	824155584	205.17
CHECK TOTAL FOR CHECK NUMBER 220027 DATED 02/06/2024 WRITTEN TO 33385 GRAINGER for the amount of							205.17
01610	61088156727	OTHER CAPITAL EQUIP	VR 24020702-022	01/09/2024	-	CUSTOMER 5297	19870.58
CHECK TOTAL FOR CHECK NUMBER 220028 DATED 02/06/2024 WRITTEN TO 34052 BERT GURNEY & ASSOCIATES, for the amount of							19870.58
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020702-023	01/10/2024	-	01850	159.35
CHECK TOTAL FOR CHECK NUMBER 220029 DATED 02/06/2024 WRITTEN TO 34659 HAINES AUTO SUPPLY, INC. for the amount of							159.35
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020704-015	01/08/2024	-	539000	173.95
01110	11022506331	VHCL MTCE SUPPLIES	VR 24020704-014	01/11/2024	-	539000	337.19
01110	11022506331	VHCL MTCE SUPPLIES	VR 24020704-016	01/23/2024	-	539000	828.55
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020702-024	01/02/2024	-	20015	6300.00
CHECK TOTAL FOR CHECK NUMBER 220030 DATED 02/06/2024 WRITTEN TO 36083 HAWKEYE TRUCK EQUIPMENT for the amount of							7639.69
01001	00111906490	OTHER PROF SERV	VR 24020702-025	12/31/2023	-	REIMBURSE BOARD FEE	255.00
CHECK TOTAL FOR CHECK NUMBER 220031 DATED 02/06/2024 WRITTEN TO 36302 HEARTLAND HUMANE SOCIETY for the amount of							255.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020702-026	01/02/2024	-	0026420	303.54
CHECK TOTAL FOR CHECK NUMBER 220032 DATED 02/06/2024 WRITTEN TO 36500 HEIMAN FIRE EQUIPMENT for the amount of							303.54
01001	00166106411	LEGAL FEES	VR 24020702-027	01/11/2024	-	LEGAL FEES	5192.53
01001	00111106411	LEGAL FEES	VR 24020702-028	01/11/2024	-	LEGAL FEES	1437.50
CHECK TOTAL FOR CHECK NUMBER 220033 DATED 02/06/2024 WRITTEN TO 38195 HOPKINS & HUBBNER PC for the amount of							6630.03
01610	61088156507	OPERATING SUPPLIES	VR 24020704-017	12/08/2023	-	40002599	1550.00

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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 220034 DATED 02/06/2024 WRITTEN TO 38921 HOWDEN USA COMPANY for the amount of							1550.00
01673	67388436331	VHCL MTCE SUPPLIES	VR 24020702-029	11/30/2023	-	CIT017	560.00
CHECK TOTAL FOR CHECK NUMBER 220035 DATED 02/06/2024 WRITTEN TO 39174 HUPP TOYOTALIFT for the amount of							560.00
01861	86166706154	HEALTH CLAIMS	VR 24020704-018	01/13/2024	-	321575-001	24987.85
CHECK TOTAL FOR CHECK NUMBER 220036 DATED 02/06/2024 WRITTEN TO 39185 HUMANA INSURANCE CO for the amount of							24987.85
01001	00111506532	SUSTENANCE SUPPLIES	VR 24020702-030	12/21/2023	-	135129	127.88
01001	00166106599	OTHER SUPPLIES	VR 24020702-031	12/27/2023	-	95533	103.36
CHECK TOTAL FOR CHECK NUMBER 220037 DATED 02/06/2024 WRITTEN TO 39438 HY-VEE ACCOUNTS RECEIVABLfor the amount of							231.24
01130	13011246163	IMWCA 411 TPA FEES	VR 24020705-025	01/17/2024	-	OTTPA001	86.00
01130	13011546163	IMWCA 411 TPA FEES	VR 24020705-026	01/17/2024	-	OTTPA001	172.00
01130	13011246164	POLICE W/C 411 CLAIMS	VR 24020705-027	01/17/2024	-	OTTPA001	1676.70
01130	13011546165	FIRE W/C 411 CLAIMS	VR 24020705-028	01/17/2024	-	OTTPA001	7803.50
CHECK TOTAL FOR CHECK NUMBER 220038 DATED 02/06/2024 WRITTEN TO 41505A IMWCA for the amount of							9738.20
01610	61088176531	STREET MAINT SUPPLIES	VR 24020702-033	01/06/2024	-	00006665	345.75
01610	61088176531	STREET MAINT SUPPLIES	VR 24020702-032	01/13/2024	-	00006665	255.50
CHECK TOTAL FOR CHECK NUMBER 220039 DATED 02/06/2024 WRITTEN TO 41600 IDEAL READY MIX for the amount of							601.25
01131	13122806310	BLDG MAINT & REPAIR	VR 24020702-034	01/17/2024	-	AIRPORT	42.00
01670	67088406310	BUILDING MAINT REPAIR	VR 24020703-019	01/26/2024	-	LANDFILL	30.00
01001	00144396507	OPERATING SUPPLIES	VR 24020705-058	01/30/2024	-	CITY HALL	33.00
CHECK TOTAL FOR CHECK NUMBER 220040 DATED 02/06/2024 WRITTEN TO 41920A INDUSTRIAL CHEMICAL for the amount of							105.00
01133	13344106499	CONTRACTUAL SERVICES	VR 24020705-033	01/18/2024	-	100-1534849-000	897.08
CHECK TOTAL FOR CHECK NUMBER 220041 DATED 02/06/2024 WRITTEN TO 42090 INFOMAX OFF SYSTEMS INC for the amount of							897.08
01001	00122606506	OFFICE SUPPLIES	VR 24020702-035	12/21/2023	-	106844	160.00
CHECK TOTAL FOR CHECK NUMBER 220042 DATED 02/06/2024 WRITTEN TO 42091 INFOMAX for the amount of							160.00
01001	00122606410	CONTRACT EMPLOYEES	VR 24020702-036	01/23/2024	-	SAFETY ALLOWANCE	180.00
CHECK TOTAL FOR CHECK NUMBER 220043 DATED 02/06/2024 WRITTEN TO 42096 CHAD INGLE for the amount of							180.00
01173	17344136520	LIBRARY MAT.-JAMES ESTATE	VR 24020702-046	01/04/2024	-	20U2012	380.38
01173	17344136520	LIBRARY MAT.-JAMES ESTATE	VR 24020702-044	01/08/2024	-	20U2012	1329.26
01173	17344136501	LIBRARY MATERIALS	VR 24020702-045	01/08/2024	-	20U2012	16.68
01173	17344136520	LIBRARY MAT.-JAMES ESTATE	VR 24020702-043	01/09/2024	-	20U2012	78.27
01173	17344136520	LIBRARY MAT.-JAMES ESTATE	VR 24020702-041	01/10/2024	-	20U2012	47.93

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01173	17344136520	LIBRARY MAT.-JAMES	ESTATEVR 24020702-038	01/10/2024	-	20U2012	38.43
01173	17344136520	LIBRARY MAT.-JAMES	ESTATEVR 24020702-039	01/12/2024	-	20U2012	77.07
01173	17344136501	LIBRARY MATERIALS	VR 24020702-040	01/12/2024	-	20U2012	27.01
01173	17344136520	LIBRARY MAT.-JAMES	ESTATEVR 24020702-042	01/17/2024	-	20U2012	333.65
01173	17344136520	LIBRARY MAT.-JAMES	ESTATEVR 24020704-023	01/18/2024	-	20U2012	146.54
01173	17344136520	LIBRARY MAT.-JAMES	ESTATEVR 24020702-037	01/19/2024	-	20U2012	19.34
01173	17344136520	LIBRARY MAT.-JAMES	ESTATEVR 24020704-020	01/22/2024	-	20U2012	363.62
01173	17344136501	LIBRARY MATERIALS	VR 24020704-021	01/22/2024	-	20U2012	16.09
01173	17344136520	LIBRARY MAT.-JAMES	ESTATEVR 24020704-022	01/23/2024	-	20U2012	69.31
01173	17344136520	LIBRARY MAT.-JAMES	ESTATEVR 24020704-019	01/24/2024	-	20U2012	82.13
CHECK TOTAL FOR CHECK NUMBER 220044 DATED 02/06/2024 WRITTEN TO 42160 INGRAM LIBRARY SERVICES for the amount of							3025.71
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020702-047	01/10/2024	-	002010	121.44
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020702-048	01/10/2024	-	002010	-42.36
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020704-024	01/17/2024	-	002010	93.10
01110	11022986599	OTHER SUPPLIES	VR 24020704-025	01/24/2024	-	002010	248.40
CHECK TOTAL FOR CHECK NUMBER 220045 DATED 02/06/2024 WRITTEN TO 42170 INLAND TRUCK PARTS & SERVfor the amount of							420.58
01001	00111106490	OTHER PROF SERV	VR 24020702-049	01/05/2024	-	OTTUMPD	200.00
CHECK TOTAL FOR CHECK NUMBER 220046 DATED 02/06/2024 WRITTEN TO 43880A IA LAW ENFORCEMENT ACADEMfor the amount of							200.00
01001	00122606373	TELEPHONE/IT	VR 24020704-026	01/23/2024	-	270	167.40
CHECK TOTAL FOR CHECK NUMBER 220047 DATED 02/06/2024 WRITTEN TO 43999 IOWA ONE CALL for the amount of							167.40
01173	17344136540	PROGRAM SUPPLIES	VR 24020702-050	01/05/2024	-	WORKSHOP	195.00
CHECK TOTAL FOR CHECK NUMBER 220048 DATED 02/06/2024 WRITTEN TO 44701 MICHAEL IVANKOVICH for the amount of							195.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24020703-021	01/24/2024	-	CL1093	2458.48
01001	00133416499	CONTRACTUAL SERVICES	VR 24020703-020	01/24/2024	-	NUISANCES	812.50
CHECK TOTAL FOR CHECK NUMBER 220049 DATED 02/06/2024 WRITTEN TO 45057 J & J MOWING for the amount of							3270.98
01315	31577226499	CONTRACTUAL SERVICES	VR 24020703-022	01/19/2024	-	GREEN ST SEWER	606358.78
CHECK TOTAL FOR CHECK NUMBER 220050 DATED 02/06/2024 WRITTEN TO 45059 J & K CONTRACTING for the amount of							606358.78
01110	11022106531	STREET MAINT SUPPLIES	VR 24020703-023	01/21/2024	-	137936	8107.20
CHECK TOTAL FOR CHECK NUMBER 220051 DATED 02/06/2024 WRITTEN TO 45518 JEFFERSON COUNTY QUARRY for the amount of							8107.20
01610	61088156507	OPERATING SUPPLIES	VR 24020703-024	01/09/2024	-	11113-44025	29.99
01110	11022106532	SUSTENANCE SUPPLIES	VR 24020703-025	01/11/2024	-	11113-44025	149.99
CHECK TOTAL FOR CHECK NUMBER 220052 DATED 02/06/2024 WRITTEN TO 45974 JOHN DEERE FINANCIAL for the amount of							179.98
01001	00111106504	TOOLS & SMALL EQUIP	VR 24020704-027	01/03/2024	-	L08099	4233.20

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01001	00111106504	TOOLS & SMALL EQUIP	VR 24020704-028	01/30/2024	-	SO217128	1794.00
CHECK TOTAL FOR CHECK NUMBER 220053 DATED 02/06/2024 WRITTEN TO 48785 KIESLER POLICE SUPPLY for the amount of							6027.20
01110	11022976507	OPERATING SUPPLIES	VR 24020703-026	01/11/2024	-	MAIN DOOR	328.00
CHECK TOTAL FOR CHECK NUMBER 220054 DATED 02/06/2024 WRITTEN TO 49206 KLODT DOOR SERVICE LLC for the amount of							328.00
01001	00133406504	TOOLS & SMALL EQUIP	VR 24020703-027	01/10/2024	-	BATTERIES	3.99
CHECK TOTAL FOR CHECK NUMBER 220055 DATED 02/06/2024 WRITTEN TO 52260 JEREMY LIPE for the amount of							3.99
01001	00144396507	OPERATING SUPPLIES	VR 24020703-028	01/30/2024	-	WATER LINE	524.30
01001	00144396507	OPERATING SUPPLIES	VR 24020703-029	01/30/2024	-	TOILET DRAINS	706.20
01001	00144396507	OPERATING SUPPLIES	VR 24020703-030	01/30/2024	-	VENT LINES	588.50
CHECK TOTAL FOR CHECK NUMBER 220056 DATED 02/06/2024 WRITTEN TO 52507 LITTLE DADDYS TRENCHING for the amount of							1819.00
01001	00144396310	BLDG MAINT & REPAIR	VR 24020703-031	01/19/2024	-	BLOCK WALL	525.00
CHECK TOTAL FOR CHECK NUMBER 220057 DATED 02/06/2024 WRITTEN TO 52520 LITURGICAL PUBLICATIONS for the amount of							525.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020703-032	01/09/2024	-	OTTUM001	814.88
CHECK TOTAL FOR CHECK NUMBER 220058 DATED 02/06/2024 WRITTEN TO 53691 MACQUEEN EQUIPMENT for the amount of							814.88
01001	00155206426	CONV & VISITOR BUREAU	VR 24020703-033	01/30/2024	-	JUL-SEPT 2023	69614.04
CHECK TOTAL FOR CHECK NUMBER 220059 DATED 02/06/2024 WRITTEN TO 57340 MEET OTTUMWA for the amount of							69614.04
01863	86366646158	GROUP LIFE PREMIUMS	VR 24020704-029	01/16/2024	-	51186	9667.10
CHECK TOTAL FOR CHECK NUMBER 220060 DATED 02/06/2024 WRITTEN TO 57518 SYMETRA LIFE INSURANCE COfor the amount of							9667.10
01133	13344106599	OTHER SUPPLIES	VR 24020703-036	01/03/2024	-	BOOK	12.99
CHECK TOTAL FOR CHECK NUMBER 220061 DATED 02/06/2024 WRITTEN TO 57943 CITY OF MERRILL for the amount of							12.99
01673	67388436230	TRAINING	VR 24020704-030	01/31/2024	-	8 HOUR HAZWOPER	250.00
CHECK TOTAL FOR CHECK NUMBER 220062 DATED 02/06/2024 WRITTEN TO 57997 METRO WASTE AUTHORITY for the amount of							250.00
01001	00111106210	DUES & MEMBERSHIPS	VR 24020703-037	01/07/2024	-	0000300	200.00
CHECK TOTAL FOR CHECK NUMBER 220063 DATED 02/06/2024 WRITTEN TO 59101 MID-STATES ORGANIZED CRIMfor the amount of							200.00
01001	00111106331	VHCL MTCE SUPPLIES	VR 24020704-031	01/30/2024	-	#442	44.00
CHECK TOTAL FOR CHECK NUMBER 220064 DATED 02/06/2024 WRITTEN TO 59301 MIDWEST AUTO GLASS & TIREfor the amount of							44.00
01173	17344136520	LIBRARY MAT.-JAMES ESTATE	VR 24020703-038	01/08/2024	-	2000006388	11.24

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01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24020703-039	01/19/2024	-	2000006388	17.99
CHECK TOTAL FOR CHECK NUMBER 220065 DATED 02/06/2024 WRITTEN TO 59382 MIDWEST TAPE for the amount of							29.23
01110	11022986504	TOOLS & SMALL EQUIP	VR 24020704-032	01/23/2024	-	15330	799.00
CHECK TOTAL FOR CHECK NUMBER 220066 DATED 02/06/2024 WRITTEN TO 59385 MIDWEST WHEEL COMPANIES for the amount of							799.00
01001	00144456532	SUSTENANCE SUPPLIES	VR 24020703-040	11/24/2023	-	BOOT ALLOWANCE	180.00
CHECK TOTAL FOR CHECK NUMBER 220067 DATED 02/06/2024 WRITTEN TO 60089 JOSH MILLER for the amount of							180.00
01820	8202130	ICMA DEF COMP PAYABLE	VR 24020705-012	02/02/2024	-	457 EMPLOYEE CONTRIBUTI	1235.38
CHECK TOTAL FOR CHECK NUMBER 220068 DATED 02/06/2024 WRITTEN TO 60299 MISSIONSQUARE for the amount of							1235.38
01610	61088156507	OPERATING SUPPLIES	VR 24020705-034	01/19/2024	-	87937601	109.00
CHECK TOTAL FOR CHECK NUMBER 220069 DATED 02/06/2024 WRITTEN TO 61785 MOTION INDUSTRIES for the amount of							109.00
01610	61088176331	VHCL MTCE SUPPLIES	VR 24020703-041	01/24/2024	-	OTTAWAPW	1587.84
01610	61088176331	VHCL MTCE SUPPLIES	VR 24020703-042	01/24/2024	-	OTTAWAPW	294.44
CHECK TOTAL FOR CHECK NUMBER 220070 DATED 02/06/2024 WRITTEN TO 62580 MUNICIPAL PIPE TOOL CO LLfor the amount of							1882.28
01133	13344106499	CONTRACTUAL SERVICES	VR 24020703-043	01/09/2024	-	OPL1	882.00
CHECK TOTAL FOR CHECK NUMBER 220071 DATED 02/06/2024 WRITTEN TO 64565 NAVIANT for the amount of							882.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020705-064	01/31/2024	-	3756	2400.00
CHECK TOTAL FOR CHECK NUMBER 220072 DATED 02/06/2024 WRITTEN TO 65489 NICHOLS EQUIPMENT LLC for the amount of							2400.00
01110	11022106531	STREET MAINT SUPPLIES	VR 24020703-044	01/06/2024	-	OTTUMSTR	1315.05
CHECK TOTAL FOR CHECK NUMBER 220073 DATED 02/06/2024 WRITTEN TO 66001 NORRIS ASPHALT PAVING INCfor the amount of							1315.05
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020705-061	01/24/2024	-	2018 INTERNATIONAL	853.73
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020703-045	01/09/2024	-	CROSSOVER TUBE	34.84
CHECK TOTAL FOR CHECK NUMBER 220074 DATED 02/06/2024 WRITTEN TO 66641 O'HALLORAN INTERNATIONAL for the amount of							888.57
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24020704-033	01/22/2024	-	3919	179.88
CHECK TOTAL FOR CHECK NUMBER 220075 DATED 02/06/2024 WRITTEN TO 67520 OSKALOOSA HERALD for the amount of							179.88
01001	00111506414	PRINTING	VR 24020703-046	12/29/2023	-	JOB 7585	350.00
CHECK TOTAL FOR CHECK NUMBER 220076 DATED 02/06/2024 WRITTEN TO 68560 OTTUMWA PRINTING, INC. for the amount of							350.00
01133	13344106374	WATER	VR 24020704-034	01/16/2024	-	129 N COURT	184.47

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CHECK TOTAL FOR CHECK NUMBER 220077 DATED 02/06/2024 WRITTEN TO 69040 OTTUMWA WATER AND HYDRO for the amount of							184.47
01001	00111106409	JANITORIAL	VR 24020703-047	01/26/2024	-	JANUARY CLEANING	1650.00
01001	00111106409	JANITORIAL	VR 24020704-035	02/29/2024	-	CLEANING FEBRUARY	1650.00
CHECK TOTAL FOR CHECK NUMBER 220078 DATED 02/06/2024 WRITTEN TO 69688 DIXIE L PARKER for the amount of							3300.00
01110	11022406531	STREET MAINT SUPPLIES	VR 24020703-048	01/24/2024	-	1721	2599.00
CHECK TOTAL FOR CHECK NUMBER 220079 DATED 02/06/2024 WRITTEN TO 72560 PLUMB SUPPLY COMPANY for the amount of							2599.00
01110	11022506331	VHCL MICE SUPPLIES	VR 24020703-049	11/28/2023	-	8850441104	1543.49
CHECK TOTAL FOR CHECK NUMBER 220080 DATED 02/06/2024 WRITTEN TO 73290 POWERPLAN for the amount of							1543.49
01310	31011216710	AUTOMOTIVE EQUIPMENT	VR 24020703-050	12/19/2023	-	1711	500.00
CHECK TOTAL FOR CHECK NUMBER 220081 DATED 02/06/2024 WRITTEN TO 74955 RACOM CORPORATION for the amount of							500.00
01001	00166256490	OTHER PROF SERV	VR 24020704-036	01/01/2024	-	968CITI00	452.48
CHECK TOTAL FOR CHECK NUMBER 220082 DATED 02/06/2024 WRITTEN TO 77466 ROCHESTER ARMORED CAR for the amount of							452.48
01670	67088406507	OPERATING SUPPLIES	VR 24020704-037	01/08/2024	-	PORTABLE	110.16
CHECK TOTAL FOR CHECK NUMBER 220083 DATED 02/06/2024 WRITTEN TO 78105 ROYAL PORTABLE TOILETS for the amount of							110.16
01001	00111506504	TOOLS & SMALL EQUIP	VR 24020704-038	01/11/2024	-	COO	83.99
CHECK TOTAL FOR CHECK NUMBER 220084 DATED 02/06/2024 WRITTEN TO 78279 S & L ALL SEASON for the amount of							83.99
01670	67088406407	ENGINEERING	VR 24020704-039	12/31/2023	-	27223157.24	118.32
CHECK TOTAL FOR CHECK NUMBER 220085 DATED 02/06/2024 WRITTEN TO 78293 SCS ENGINEERS for the amount of							118.32
01309	30974306413	PAYMENT TO OTHER ENTITIES	VR 24020705-066	01/26/2024	-	SPORTSPLEX PROJECT	700000.00
CHECK TOTAL FOR CHECK NUMBER 220086 DATED 02/06/2024 WRITTEN TO 83527 SOUTHEAST IOWA SPORTS COM for the amount of							700000.00
01110	11022986331	VHCL MICE SUPPLIES	VR 24020704-040	01/23/2024	-	6830622	2500.00
CHECK TOTAL FOR CHECK NUMBER 220087 DATED 02/06/2024 WRITTEN TO 84100 SPILMAN AUTO PARTS INC for the amount of							2500.00
01670	67088406498	MISC CONTRACT WORK	VR 24020705-045	10/02/2023	-	03-0077	531.30
01670	67088406498	MISC CONTRACT WORK	VR 24020705-036	10/09/2023	-	03-0077	751.41
01670	67088406498	MISC CONTRACT WORK	VR 24020705-037	10/23/2023	-	03-0077	462.99
01670	67088406498	MISC CONTRACT WORK	VR 24020705-040	11/06/2023	-	03-0077	155.60
01670	67088405498	MISC CONTRACT WORK	VR 24020705-039	11/13/2023	-	03-0077	390.89
01673	67388436499	CONTRACTUAL SERVICES	VR 24020705-044	01/02/2024	-	03-0077	1954.45
01135	13544506410	CONTRACT EMPLOYEES	VR 24020705-050	01/08/2024	-	03-0077	187.68

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01610	61088156410	CONTRACT EMPLOYEES	VR 24020705-047	01/08/2024	-	03-0077	441.60
01670	67088406498	MISC CONTRACT WORK	VR 24020705-043	01/08/2024	-	03-0077	371.91
01673	67388436499	CONTRACTUAL SERVICES	VR 24020705-042	01/08/2024	-	03-0077	1768.49
01135	13544506410	CONTRACT EMPLOYEES	VR 24020705-052	01/15/2024	-	03-0077	563.04
01610	61088156410	CONTRACT EMPLOYEES	VR 24020705-046	01/15/2024	-	03-0077	193.20
01670	67088406498	MISC CONTRACT WORK	VR 24020705-038	01/15/2024	-	03-0077	204.93
01673	67388436499	CONTRACTUAL SERVICES	VR 24020705-041	01/15/2024	-	03-0077	1104.36
01135	13544506410	CONTRACT EMPLOYEES	VR 24020705-049	01/22/2024	-	03-0077	563.04
01001	00144456410	CONTRACT EMPLOYEES	VR 24020705-051	01/22/2024	-	03-0077	187.68
01610	61088156410	CONTRACT EMPLOYEES	VR 24020705-048	01/22/2024	-	03-0077	565.80
01610	61088156410	CONTRACT EMPLOYEES	VR 24020705-035	01/29/2024	-	03-0077	607.20
CHECK TOTAL FOR CHECK NUMBER 220088 DATED 02/06/2024 WRITTEN TO 86970 SUPREME STAFFING INC for the amount of							11005.57
01151	15133426499	CONTRACTUAL SERVICES	VR 24020704-041	01/10/2024	-	556 WARD ST	1200.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24020704-042	01/10/2024	-	206 E FINLEY	4000.00
CHECK TOTAL FOR CHECK NUMBER 220089 DATED 02/06/2024 WRITTEN TO 89072 TORRES CONSTRUCTION for the amount of							5200.00
01001	00122606340	OFFICE/COMP. EQUIP MAINT.	VR 24020704-043	01/17/2024	-	56477	815.00
CHECK TOTAL FOR CHECK NUMBER 220090 DATED 02/06/2024 WRITTEN TO 89306 TRANSIT WORKS for the amount of							815.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24020704-044	12/06/2023	-	1229 BRENTWOOD	175.00
CHECK TOTAL FOR CHECK NUMBER 220091 DATED 02/06/2024 WRITTEN TO 89855 TRUITT ABSTRACT COMPANY for the amount of							175.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020704-045	12/29/2023	-	2410	143.01
01610	61088156331	VHCL MTCE SUPPLIES	VR 24020704-046	01/04/2024	-	18600	872.78
CHECK TOTAL FOR CHECK NUMBER 220092 DATED 02/06/2024 WRITTEN TO 92640 VAUGHN AUTOMOTIVE for the amount of							1015.79
01315	31577726599	OTHER SUPPLIES	VR 24020704-047	01/26/2024	-	40985 BLAKES BRANCH	59102.91
CHECK TOTAL FOR CHECK NUMBER 220093 DATED 02/06/2024 WRITTEN TO 92648 VEENSTRA & KIMM INC for the amount of							59102.91
01610	61088156512	LAB SUPPLIES	VR 24020704-048	01/25/2024	-	958610	38.50
CHECK TOTAL FOR CHECK NUMBER 220094 DATED 02/06/2024 WRITTEN TO 92698 VETTER'S INC-CULLIGAN WATfor the amount of							38.50
01001	00111106497	REIMBURSEMENT	VR 24020704-049	01/02/2024	-	SMSM048177 SMSM046951	120.00
CHECK TOTAL FOR CHECK NUMBER 220095 DATED 02/06/2024 WRITTEN TO 94235 WAPELLO CO CLERK OF COURTfor the amount of							120.00
01001	00111106331	VHCL MTCE SUPPLIES	VR 24020704-050	01/29/2024	-	#418	20.00
CHECK TOTAL FOR CHECK NUMBER 220096 DATED 02/06/2024 WRITTEN TO 95368 WAYNE'S TIRE for the amount of							20.00
01174	17444446497	REIMBURSEMENT	VR 24020705-065	01/26/2024	-	WEST END IGNITED	2750.60

REPORT DATE 02/01/2024
SYSTEM DATE 02/01/2024
FILES ID 0

CITY OF OTTUMWA
CHECK REGISTER
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 13
TIME 11:24:02
USER MITCHELLK

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 220097 DATED 02/06/2024 WRITTEN TO 95473 VICKY WEIL for the amount of							2750.60
01610	61088156507	OPERATING SUPPLIES	VR 24020705-056	01/05/2024	-	058024-262	4500.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24020705-053	01/15/2024	-	GAUGE	177.50
01002	00222206320	RAMP MAINT & REPAIR	VR 24020705-055	01/11/2024	-	COTT	500.00
01001	00144396507	OPERATING SUPPLIES	VR 24020705-054	01/10/2024	-	AMTRAK RADIATORS	8614.30
CHECK TOTAL FOR CHECK NUMBER 220098 DATED 02/06/2024 WRITTEN TO 97320 WINGER COMPANIES for the amount of							13791.80
01610	61088156531	STREET MAINT SUPPLIES	VR 24020705-057	12/31/2023	-	2106428	393.63
CHECK TOTAL FOR CHECK NUMBER 220099 DATED 02/06/2024 WRITTEN TO 97332 WINN CORP for the amount of							393.63
01 Bank Code TOTALS for 00117 Checks to 00117 Vendors for the amount of							1939750.44
REPORT TOTALS for 00117 Checks to 00117 Vendors for the amount of							1939750.44

REPORT DATE 02/01/2024
SYSTEM DATE 02/01/2024
FILES ID 0

CITY OF OTTUMWA
CHECK REGISTER
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 14
TIME 11:24:02
USER MITCHELLK

BATCH NUMBER CHKX

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT



February 6, 2024

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Ottumwa Water Works Board, term to expire 07/22/2027 due to a vacancy.

Mary Stewart
1618 N. Court

Recommend appointment to the Historic Preservation Board, term to expire 01/01/2025 due to a vacancy.

Brenda Case
1530 N. Elm St.

City Council members will sit on the following:

Airport Advisory Board	Doug McAntire
Board of Library Trustees	Bill Hoffman, Jr.
Cemetery Trustees	Doug McAntire
Civil Service Commission	Bill Hoffman, Jr.
Historic Preservation	Cyan Bossou
Human Rights Commission	Cyan Bossou
Inspection Board of Review	Bill Hoffman, Jr.
Public Safety Advisory	Cara Galloway
Parks	Keith Caviness
Planning & Zoning	Keith Caviness
Water Works Board of Trustees	Bill Hoffman, Jr.
Zoning Board of Adjustment	Cara Galloway

Council Representatives
Boards, Commissions, Committees
2024-2025

Council Member Bossou

1. Historic Preservation
2. Human Rights

All City Council Members & Mayor
Shall attend meetings of the Solid
Waste Commission

Council Member Caviness

1. Parks
2. Planning & Zoning

Council Member Galloway

1. Public Safety Adv.
2. Zoning
3. BVC, Inc. Board of Directors
4. Main Street Ottumwa
5. Meet Ottumwa

Council Member Hoffman

1. Library
2. Civil Service Commission
3. Inspection Board of Review
4. Water Works

Council Member McAntire

1. Airport
2. Cemetery
3. Wapello County Housing & Homelessness Coalition

Mayor Johnson

1. BVC, Inc. Board of Directors
2. Rippling Waters
3. Airport Advisory Board
4. JB Sax Fund, Chair
5. Diversity Network
6. Meet Ottumwa

City of Ottumwa Boards and Commissions

* Denotes Chair

Airport Advisory Board

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:	McAntire		

Board of Library Trustees

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:	Hoffman		

Cemetery Trustees

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:	McAntire		

Civil Service Commission

As called by Chair; 4th Wednesday each Month; 3:00 PM at City hall

Members: 3 (Term: 4 Years)

Residents of City

	Exp	Terms	
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:	Hoffman		

Historic Preservation Commission				
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	
Case, Brenda	1/1/2025	3	2024-2025	2015-2019
Council Representation:	Bossou			
Human Rights Commission				
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	
Wolfig, Marlena	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:	Bossou			
Inspection Board of Review				
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:	Hoffman			
Ottumwa Housing Authority				
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	

Waterworks Board of Trustees							
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				
Stewart, Mary	7/22/2027	1	2024-2027				
Council Representation:	Hoffman						
Zoning Board of Adjustment							
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:	Galloway						

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

Ottumwa Waterworks

Name: Mary Stewart Telephone: 641 680 3260

Email: (optional) mary.stewart.court@gmail.com

Address: 1618 N. Court ZIP: 52501

Business: NA Telephone: NA

Address: NA ZIP: 52501

Date Available for Appointment _____ E-Mail: mary.stewart.court@gmail.com

Present occupation: Retired Educator/Administrator

Previous Employment: Indian Hills Community College, Educator/Administrator

Answer the following: (Use additional sheets if necessary)

Community Service:

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

See attached

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

Certified Long Term Care Ombudsman

Personal:

(Have you ever worked for the City of Ottumwa?)

Yes _____ No X

(If yes, please list dates and names of departments)

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

Yes No

Tom Stewart, spouse, recent member of Ottumwa Housing Authority

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

Yes _____ No

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

Yes No _____

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

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

As a former administrator I am well aware of the opportunities & challenges involved serving a team member & leader in decision making and in establishing goals & setting policy.

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

To provide well informed and data driven decisions to the committee and to the public in the delivery of a quality water management system to the community.

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

I am a quick learner, an avid researcher, a good listener, an objective synthesizer of facts and opinions and I am willing and able to make difficult decisions. I am a planner. I am honest.

Community Service:

- Former member Ottumwa Historic Preservation Commission
- Former board member American Gothic Performing Arts
- Former state board member Iowa American Civil Liberties Union
- Former volunteer Ombudsman for the Office of the State Long-Term Care Ombudsman
- Currently serve as the Wapello County Lead for the Iowa Civil Liberties Union
- Past president and current member of Ottumwa League of Women Voters
- Current member, LULAC, (League of United Latin American Citizens)
- Developer and current supporter of the Indian Hills Community College Diversity Conference

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

Mary S. Stewart
Signature

12/5/2023
Date

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

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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

The Human Rights Commission seeks to model service leadership and respect in its work with Commission members and the community. List your experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities:



One of the goals of the City Council is to balance advisory board appointments with respect to areas of expertise, advocacy experience, community involvement, profession, education, race, creed, ethnicity, color, sex, sexual orientation, gender identity, national origin, age, religion, disability and geographic identification. Addressing any or all of these factors in your application will help the Mayor and City Council assess your application.

OPTIONAL

The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.

Areas of expertise	<u>Administration, Planner, Collaborator</u>
Advocacy experience	_____
Community involvement	_____
Current profession	<u>Retired Educator</u>
Highest level of education	<u>MA +</u>
Race	<u>Caucasian</u>
Creed	_____
Ethnicity	_____
Color	_____
Sex	<u>Female</u>
Sexual orientation	<u>Heterosexual</u>
Gender identity	<u>Female</u>
National origin	<u>American</u>
Age	_____
Religion	_____
Disability	_____



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Mary Suzanne Stewart (**PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME**) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorize the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

My Date of Birth is 2/3/1951

Mary S. Stewart

Signature of Applicant

12/5/2023

Date

Board/Commission applying for Ottumwa Water Works

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

HISTORIC PRESERVATION COMMISSION

Name: BRENDA CASE Telephone: 641 777 7607
Email: (optional) case.brenda7@gmail.com
Address: 1530 N. ELM ST ZIP: 52501
Business: CASE FACE PAINTING Telephone: SAME
Address: SAME ZIP: SAME
Date Available for Appointment IMMEDIATELY E-Mail: brenda@casefacepainting.com
Present occupation: Face Paint Artist, Wood Window Restoration Apprentice
Previous Employment: IOWA JUDICIAL BRANCH

Answer the following: (Use additional sheets if necessary)

Community Service:

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

Family Crisis Center board & foundation - Current, Ottumwa
Historic Preservation Commission - Ottumwa, former, chairperson
Ottumwa Courier Editorial Board, former
Main Street Ottumwa, Secretary, former
Ottumwa Symphony Orchestra, former
Ottumwa Hy-Noon Kiwanis, Current club member, former V. Pres, President, P. Pres
Ottumwa Bartle Park, Sec., former
Please list any professional or vocational licenses or certificates you hold.
Project Management Cert from U of I

Personal:

(Have you ever worked for the City of Ottumwa?)

Yes _____ No

(If yes, please list dates and names of departments)

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

Yes _____ No

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

Yes _____ No

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

Yes No _____

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?
Former Chair of same Commission, Preservation 101 training, Historic Preservation Credit Training at Belvedere School, Restoring/Preserving MCM House on Elm Street -
2. What do you see as the objectives and goals of the advisory body to which you seek appointment?
To educate; promote awareness of the value of preserving historic property; further define city historic preservation plans; help city to update, formalize, and codify historic preservation
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?
*I successfully managed the grand opening of the Greater Second Street Historic District; helped plan and perform trolley tours of historic districts, principal author of the brick streets addition to the zoning plan.
I have much professional experience in team building, documenting meeting deadlines, project budgeting. I am a skilled leader and participant on projects of widely varying types*

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

Branda Case
Signature

1/16/24
Date

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

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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

The Human Rights Commission seeks to model service leadership and respect in its work with Commission members and the community. List your experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities:



One of the goals of the City Council is to balance advisory board appointments with respect to areas of expertise, advocacy experience, community involvement, profession, education, race, creed, ethnicity, color, sex, sexual orientation, gender identity, national origin, age, religion, disability and geographic identification. Addressing any or all of these factors in your application will help the Mayor and City Council assess your application.

OPTIONAL

The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.

Areas of expertise	<u>Project Management, IT, Preservation Appraisals, mechanical drafting</u>
Advocacy experience	<u>CASA & Foster Care</u>
Community involvement	<u>boards, clubs,</u>
Current profession	<u>Retired</u>
Highest level of education	<u>BA psych / BA Sociology</u>
Race	<u>Caucasian</u>
Creed	<u></u>
Ethnicity	<u></u>
Color	<u>White</u>
Sex	<u>Female</u>
Sexual orientation	<u>straight</u>
Gender identity	<u>Female</u>
National origin	<u>USA</u>
Age	<u>60</u>
Religion	<u>N/A</u>
Disability	<u>NONE</u>



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, BRENDA KAY CASE, (PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorize the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

My Date of Birth is Feb. 12, 1963

Brenda Kay Case

Signature of Applicant

1/17/24

Date

Board/Commission applying for Historic Preservation

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613

OTTUMWA CIVIL SERVICE COMMISSION

Communications Specialist – Entrance Eligibility List

1. Megan Balmer
2. Susan Dudley
3. Sonese Frantz
4. Trevor Poole

Certified January 24, 2024

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

Clerk – Entrance Eligibility List

1. Jaydin Boer
2. Samantha Cain
3. Ashlee Clary
4. Erin Harrington
5. Whitney Moore
6. Allison Salter
7. Alysia Shanklin
8. Angela Smith
9. Faith Tray
10. Sara Williams
11. Devin Young

Certified January 24, 2024

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

received
1-29-24 130

Item No. B.-5.

received

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Finance
Department

Jessica Kinser

Prepared By

Jessica Kinser

Department Head



City Administrator Approval

AGENDA TITLE: Accept the proposed engagement letter from Piper Sandler for the consultation related to bond services

Public hearing required if this box is checked.

City of Ottumwa, Iowa
City Commission
City of Ottumwa, Iowa
City of Ottumwa, Iowa

RECOMMENDATION: To approve the engagement letter and authorize the Mayor to sign

DISCUSSION: The City needs to use a financial consultant to issue debt, and the City's relationship is currently with Piper Sandler. Their payment becomes part of the total debt issuance and is not paid seperately from any City funds. At this point, this bond would be part of FY25, so any payment for their services would take place then.

Source of Funds: Bond Proceeds

Budgeted Item: Budget Amendment Needed: No

January 16, 2024

Honorable Mayor and Members of the City Council
c/o Ms. Jessica Kinser, Interim Finance Director
City of Ottumwa
105 E. 3rd Street
Ottumwa, IA 52501-2904

Re: Engagement Letter with Piper Sandler & Co.

Dear Jessica:

We understand that the City of Ottumwa, Iowa (the "Issuer" or "you") wishes to issue General Obligation Capital Loan Notes, Series 2024 (to finance the City's 2024-25 and 2025-26 capital improvements projects) (collectively, the "Bonds" or the "Project") and has selected Piper Sandler & Co. ("Piper", the "Underwriter", the "Placement Agent", or "we") to serve as underwriter or placement agent for the proposed issuance. We appreciate the opportunity to serve you in this manner. This letter will serve as an agreement regarding the terms of this engagement. In addition, we would like to take this opportunity to set forth some pertinent information about the financing process.

Although Piper intends to work closely with you during the period preceding the pricing and sale of the proposed Bonds with the aim of timely completion of the financing, we are not herein making a final commitment to underwrite bonds until certain events have occurred. Such a commitment is subject to, among other things, satisfactory completion and execution of all final documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Issuer; receipts of all required governmental approvals and appropriate legal opinions; an underwriter's review ("due diligence") of the offering documents, as required under federal securities laws; the negotiation of appropriate indemnification; state blue sky reviews, as appropriate; and credit approval by Piper. This Agreement is therefore not a final commitment by Piper, express or implied, to underwrite, place, or purchase any securities, nor does it obligate the Underwriter to enter into a Bond Purchase Agreement. While we do not anticipate difficulties in the course of the proposed financing, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

During the term of our engagement, we will, as appropriate to the Transaction:

- a) consult with you in planning and implementing the Transaction;
- b) prepare various options and numbers to financing the project as requested
- c) assist with securing a rating on the proposed Bonds
- d) assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- e) assistance with disclosure counsel regarding the preparation of the official statement
- f) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- g) If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Issuer
- h) consult with you in structuring the investment; and
- i) Coordinate the closing effort for the Bonds

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During the course of the engagement, Piper will participate in discussions with bond counsel, finance officials or internal legal counsel of the Issuer to assist in advising the Issuer, as part of the underwriting process, of various financial structures for the proposed offering and their probable reception in the municipal bond markets.

Piper will perform due diligence respecting any offering documents as part of their obligation under federal securities laws. If a final commitment to underwrite the Bonds is approved by Piper, and subject to the conditions described above, Piper will underwrite the Bonds and manage a public offering of the Bonds. Further details regarding the underwriting will be set forth in a Bond Purchase Agreement to be executed at the time of pricing of the Bonds. The Issuer and its chosen counsel agree to cooperate with and assist Piper in connection with such duties.

Compensation. As compensation for Piper's services, the Issuer will pay Piper a fee not in excess of 1%. Fees will be payable to Piper as underwriter in the form of an underwriter's discount on the Bonds as set forth therein. The fees, disbursements and other charges of Piper's outside legal counsel will be added to the underwriter's discount. Piper will select such counsel in its sole discretion. Fees payable to Piper as Placement Agent shall be paid in immediately available funds at closing. The Placement Agent fee shall not be payable in the event the Transaction does not occur, other than for non-performance by the Issuer.

Termination. The Issuer may not terminate this Agreement at any time prior to completion of the Project other than for non-performance on the part of Piper, in which case the Issuer may terminate this agreement, and upon such termination, all fees due to Piper for time served assisting with the Project shall be due and payable immediately by the Issuer. Piper may terminate this Agreement at any time on 30 days written notice.

Assignment Neither Piper nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. In the event of acquisition of Piper by a third party firm, notice shall be given to the Issuer regarding the acquisition and the Issuer shall have the opportunity to consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

No Advisory or Fiduciary Role. You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper, as a placement agent or underwriter, is in an arms-length commercial transaction between you and Piper and Piper has financial and other interests that differ from your interests; (ii) Piper is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper has provided other services or is currently providing other services to you on other matters); (iii) the only obligations Piper has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement; and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.

No Recourse for Tax Matters. No recourse shall be had against Piper for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer 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 the Bonds or otherwise relating to the tax treatment of interest on the Bond.

Official Statement. The antifraud provisions of the federal securities laws apply to statements made by the Issuer, whether made in a Preliminary Official Statement, a final Official Statement, (collectively, "Offering Documents") on a website or in a rating agency presentation (if reasonably expected to reach investors) or if made by the Issuer in connection with secondary market information required to be disseminated under relevant contracts. The Issuer acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5. Under Rule 10b-5 (adopted pursuant to Section 10(b) of the Securities Exchange Act of 1934) ("10b5"), it is unlawful for any person, in connection with the disclosures made above, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The Issuer hereby acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with federal securities laws. The Issuer hereby further acknowledges its intention to certify as to the accuracy and completeness of the Offering Documents without limitation or qualification.

Piper will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

Failure of Piper to advise the Issuer respecting 10b5 shall not constitute a breach by Piper or any of its duties and responsibilities under this Agreement. The Issuer acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper, and the Issuer acknowledges its responsibility to attest to the accuracy and completeness of the Official Statement without limitation or qualification.

Governance This Agreement will be governed by, and construed in accordance with, the laws of the State of Iowa, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Issuer and Piper each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

Consent to Jurisdiction; Service of Process, Jury Trial. The parties each hereby (a) submits to the jurisdiction of the Federal court sitting in Des Moines, Iowa with respect to any actions and proceedings arising out of or relating to this Agreement, (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 the 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. The parties each hereby agree 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.

Issuer to Provide Information and Documents to Piper. The Issuer agrees to provide Piper all documents on which the Issuer has relied for purposes of certifying the Issuer is not aware of a material fact, nor has the Issuer omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Issuer also agrees to complete, and agrees to cause its agents and consultants to complete, upon request, answers and provide any documents requested by Piper as part of due diligence requested by Piper in compliance with the Underwriters duties and obligations with respect to MSRB, SEC or other regulatory requirements.

Indemnification. The Issuer will indemnify and hold 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, servants, 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 the Official Statement, the information about the Client or any information provided by the Client to the Underwriter included (as of any relevant time) or includes 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 or (ii) arising out of or based upon the breach by the Client of any agreement, covenant or representation made in or pursuant to this Bond Issuance Resolution, Tax Exemption Certificate, or any purchase agreement between the Client and the purchaser of the Bonds

Representations, Warranties and Agreements of the Issuer. You represent and warrant to, and agree with us, that:

- a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
- b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
- c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
- d) at the closing, you will permit us to rely on your representations and warranties, and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.

No Liability for Final Numbers. To the extent that we provided the Issuer 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 Piper 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.

Miscellaneous. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both the Underwriter and Issuer except that to the extent that any term of an executed Bond Purchase Agreement conflicts with the terms of this Agreement, in which case the terms of the Bond Purchase Agreement shall have precedence.

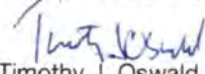
Ms. Jessica Kinser
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This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter agreement. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of you and us, and no other person [(other than the Indemnified Persons set forth in Annex A hereto)] will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to Piper, the enclosed original copy of this Agreement.

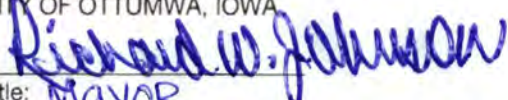
Very truly yours,

PIPER SANDLER & CO.


Timothy J. Oswald
Managing Director
January 16, 2024

Please acknowledge your acceptance by indicating below:

CITY OF OTTUMWA, IOWA


Title: MAYOR

Date on which this letter is executed by the Issuer:

February 6, 2024

Acknowledgement of Approval of Engagement and Confirmation of Receipt of the Appendix A and B Disclosures

Annex A

You agree to (i) indemnify and hold harmless us, our affiliates (within the meaning of the Securities Act of 1933), and each of our respective partners, directors, officers, agents, consultants, employees and controlling persons (within the meaning of the Securities Act of 1933) (each of Piper Sandler and such other person or entity is hereinafter referred to as an "Indemnified Person"), from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, proceedings and investigations in respect thereof, to which any Indemnified Person may become subject arising out of or in connection with our engagement or any matter referred to in the agreement to which this Annex A is attached and of which this Annex A forms a part (the "Agreement"), regardless of whether any of such Indemnified Persons is a party thereto, and (ii) periodically reimburse an Indemnified Person for such person's legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, proceeding or investigation, whether or not such action, inquiry, proceeding or investigation is initiated or brought by you, your creditors or stockholders, or any other person. You are not responsible under clause (i) of the foregoing sentence for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. To the extent that any prior payment you made to an Indemnified Person is determined to have been improper by reason of such Indemnified Person's gross negligence or willful misconduct, such Indemnified Person will promptly pay you such amount.

If the indemnity or reimbursement referred to above is, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless, you agree to pay to or on behalf of each Indemnified Person contributions for losses, claims, damages, liabilities or expenses so that each Indemnified Person ultimately bears only a portion of such losses, claims, damages, liabilities or expenses as is appropriate (i) to reflect the relative benefits received by each such Indemnified Person, respectively, on the one hand and you and your stockholders on the other hand in connection with the Transaction or Sale, or (ii) if the allocation on that basis is not permitted by applicable law, to reflect not only the relative benefits referred to in clause (i) above, but also the relative fault of each such Indemnified Person, respectively, and you as well as any other relevant equitable considerations; provided, however, that in no event will the aggregate contribution of all Indemnified Persons to all losses, claims, expenses, damages, liabilities or expenses in connection with any Transaction or Sale exceed the amount of the fee actually received by us pursuant to the Agreement. The respective relative benefits received by us and you in connection with any Transaction or Sale will be deemed to be in the same proportion as the aggregate fee paid or proposed to be paid to Piper Sandler in connection with the Transaction or Sale bears to the aggregate consideration paid or proposed to be paid in the Transaction or Sale, whether or not consummated.

Promptly after its receipt of notice of the commencement of any action or proceeding, any Indemnified Person will, if a claim in respect thereof is to be made against you pursuant to this letter, notify you in writing of the commencement thereof; but omission so to notify you will not relieve you from any liability which you may have to any Indemnified Person, except your obligation to indemnify for losses, claims, damages, liabilities or expenses to the extent that you suffer actual prejudice as a result of such failure, but will not relieve you from your obligation to provide reimbursement of expenses and any liability which you may have to an Indemnified Person otherwise than hereunder. If you so elect, you may assume the defense of such action or proceeding in a timely manner, including the employment of counsel (reasonably satisfactory to us) and payment of expenses, provided you permit an Indemnified Person and counsel retained by an Indemnified Person at its expense to participate in such defense. Notwithstanding the foregoing, in the event (i) you fail promptly to assume the defense and employ counsel reasonably satisfactory to us, or (ii) the Indemnified Person has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnified Person, an Indemnified Person may employ separate counsel (in addition to any local counsel) to represent or defend such Indemnified Person in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred; provided however, that you will not, in connection with any one such action or proceeding, or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for fees and expenses of more than one separate firm of attorneys (in addition to any local counsel).

You will not, without our prior written consent, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought under the Agreement, unless such settlement, compromise or consent includes an express, complete and unconditional release of us and each other Indemnified Person from all liability and obligations arising therefrom. Without your prior written consent, which will not be unreasonably withheld, delayed or conditioned, no Indemnified Person will settle or compromise any claim for which indemnification or contribution may be sought hereunder. Notwithstanding the foregoing sentence, if at any time an Indemnified Person requests that you reimburse the Indemnified Person for fees and expenses as provided in the Agreement, you agree that you will be liable for any settlement of any proceeding effected without your prior written consent if (i) such settlement is entered into more than 30 days after receipt by you of the request for reimbursement, and (ii) you will not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement.

You also agree that no Indemnified Person will have any liability (whether in contract, tort or otherwise) to you or your affiliates, directors, officers, employees, agents, creditors or stockholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses you incur which have been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, will any Indemnified Person be liable for any consequential, indirect, incidental, special or punitive damages of any nature. Your indemnification, reimbursement, exculpation and contribution obligations in this Annex A will be in addition to any rights that any Indemnified Person may have at common law or otherwise.

You understand that in the event that you reimburse Piper Sandler pursuant to this Annex A for the fees and expenses of its counsel, such reimbursement will be made on the basis of counsel's generally applicable rates, which may be higher than the rates that counsel charges Piper Sandler for other matters based on arrangements that it has entered into with such counsel.

Capitalized terms used, but not defined in this Annex A, have the meanings assigned to such terms in the Agreement.

received
2-1-24 9AM

Item No. B.-6.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 6, 2024

Engineering
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #26-2024. Fixing the date for a Public Hearing on the proposal to convey certain real property to Wilson B&L, LLC.

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

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

RECOMMENDATION: Set time, date and place of public hearing as:

February 20, 2024
5:30 p.m.
City Council Meeting
Bridge View Center

DISCUSSION: The City of Ottumwa is moving forward with the construction of a Roundabout at the intersection of Albia Road and Quincy Avenue. As part of the land needs to construct this roundabout, the City of Ottumwa is proposing to make a land swap with Wilson B&L. The properties being exchanged are both located at the intersection of Albia Road and Quincy Avenue. The swap is of mutual benefit to both parties.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

February 6, 2024

5:30 P.M.

- Resolution fixing date for a public hearing on the proposal to convey certain real property to Wilson B & L, LLC, and providing for publication of notice thereof

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.

February 6, 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:

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

Absent: None

Vacant: N/A

* * * * *

Council Member Hoffman then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY TO WILSON B & L, LLC", and moved that the same be adopted. Council Member Bossou seconded the motion to adopt. The roll was called, and the vote was:

AYES: Galloway, Hoffman, McAntire, Caviness, Bossou

NAYS: None

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

RESOLUTION NO. 26-2024

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY
TO WILSON B & L, LLC

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal in the form of a proposed Real Estate Exchange Agreement with Wilson B & L, LLC (the "Agreement"), which Agreement proposes the conveyance of certain City-owned real property (the "City Property") to Wilson B & L, LLC in exchange for Wilson B & L, LLC's conveyance of certain property owned by Wilson B & L, LLC to the City, as described in the Agreement, under the terms and conditions set forth in the Agreement; and

WHEREAS, the proposed land exchange would further the City's planned infrastructure improvements at the Quincy-Albia intersection; and

WHEREAS, the City Property proposed to be conveyed to Wilson B & L, LLC under the Agreement is legally described as follows:

Part of Government Lot No. Two (2) in Section No. Twenty-six (26), Township Seventy-two (72) North of Range Fourteen (14), Wapello County, Iowa, described as follows: Commencing at a point one chain and ninety and one-fourth links North and Forty-five and one-fourth links East of the center of said Section Twenty-six (26); thence North One Hundred Thirty-two (132) feet; thence East One Hundred Thirty-two (132) feet; thence South One Hundred Thirty-two (132) feet; thence West One Hundred Thirty-two (132) feet to the place of beginning; also known as Lot Number Four (4) of the Auditor's Subdivision of Government Lot Number Two (2) of the Northeast Quarter (NE 1/4) of said Section. EXCEPT that part condemned by the City of Ottumwa, Iowa in Book 485, Page 921 of the records at the Wapello County Recorder's Office, described as follows:

Beginning at the Northeast Corner of Lot Number Four (4) of the Auditor's Subdivision of Government Lot Number Two (2) of the Northeast Quarter (NE 1/4) of Section No. Twenty-six (26), Township Seventy-two (72) North of Range Fourteen (14), Wapello County, Iowa; Thence S 00°58'17" E along the East line of said Lot Number Four (4) to the current North Right of Way of Albia Road a distance of 125.40 feet; Thence N 70°54'40" W along said current Northerly Right of Way a distance of 73.81 feet; Thence N 28°52'43" W to the North line of said Lot Number Four (4) a distance of 112.23 feet; Thence N 89°01'43" E along said North line to the Point of Beginning a distance of 121.86 feet.

Said parcel contains 0.24 acre and subject to easements and restrictions of record.

WHEREAS, it is appropriate, pursuant to Iowa Code Section 364.7, for this Council to set a date for public hearing on the proposed conveyance of the City's interests in the City Property and for the City to publish a notice of the public hearing.

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

Section 1. That this Council will meet at the Bridge View Center, at 5:30 P.M. on February 20, 2024, for the purpose of taking action on the matter of the proposal to convey interests in real property to Wilson B & L, LLC pursuant to the terms and conditions of the proposed Agreement.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a 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 (4) clear days nor more than twenty (20) days before the date of said public meeting.

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO CONVEY REAL PROPERTY
TO WILSON B & L, LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on February 20, 2024, at 5:30 P.M. at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey the City's interests in certain real property to Wilson B & L, LLC, in exchange for the conveyance of certain property owned by Wilson B & L, LLC to the City, under the terms of a proposed Real Estate Exchange Agreement (the "Agreement"). The proposed land exchange would further the City's planned infrastructure improvements at the Quincy-Albia intersection. The City property proposed to be conveyed to Wilson and is legally described as follows:

Part of Government Lot No. Two (2) in Section No. Twenty-six (26), Township Seventy-two (72) North of Range Fourteen (14), Wapello County, Iowa, described as follows: Commencing at a point one chain and ninety and one-fourth links North and Forty-five and one-fourth links East of the center of said Section Twenty-six (26); thence North One Hundred Thirty-two (132) feet; thence East One Hundred Thirty-two (132) feet; thence South One Hundred Thirty-two (132) feet; thence West One Hundred Thirty-two (132) feet to the place of beginning; also known as Lot Number Four (4) of the Auditor's Subdivision of Government Lot Number Two (2) of the Northeast Quarter (NE 1/4) of said Section. EXCEPT that part condemned by the City of Ottumwa, Iowa in Book 485, Page 921 of the records at the Wapello County Recorder's Office, described as follows:

Beginning at the Northeast Corner of Lot Number Four (4) of the Auditor's Subdivision of Government Lot Number Two (2) of the Northeast Quarter (NE 1/4) of Section No. Twenty-six (26), Township Seventy-two (72) North of Range Fourteen (14), Wapello County, Iowa; Thence S 00'58'17" E along the East line of said Lot Number Four (4) to the current North Right of Way of Albia Road a distance of 125.40 feet; Thence N 70'54'40" W along said current Northerly Right of Way a distance of 73.81 feet; Thence N 28'52'43" W to the North line of said Lot Number Four (4) a distance of 112.23 feet; Thence N 89'01'43" E along said North line to the Point of Beginning a distance of 121.86 feet.

Said parcel contains 0.24 acre and subject to easements and restrictions of record.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance and proposed Agreement. After the public hearing, the Council may make a final determination to approve the Agreement as submitted, or upon condition that certain terms be changed, or the Council may defer action on the Agreement and proposal until a subsequent meeting.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this 6 day of February 2024.

Christina Reinhard

City Clerk, City of Ottumwa in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this February 6, 2024.



ATTEST:

Richard W. Johnson
Mayor

Christina Reinhard
City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 6 day of February 2024.



City Clerk, City of Ottumwa, State of Iowa

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 such 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 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 at Ottumwa, Iowa, this _____ day of _____, 2024.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

received
2-1-24 9AM

Item No. B.-7.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 6, 2024

Engineering
Department

Phillip Burgmeier
Prepared By
Phil Burgmeier

Department Head

Peg Rata

City Administrator Approval

AGENDA TITLE: Resolution #35-2024. Approving the contract, bond, and certificate of insurance for Blake's Branch, Phase 8, Division 2 Project.

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

RECOMMENDATION: Pass and adopt Resolution #35-2024.

DISCUSSION: This project consists of extending Phase 8's 30" separated sanitary trunk pipe for 570' up the Blake's Branch watershed beginning at the end of Division I (intersection of Birch and Plum Streets) and ending 200' north of 4th Street. The project will also construct 2,700' of new sanitary sewer connected to the trunk line, and 3,800' of new separated storm sewers. OWW will be replacing old water mains within the streets disturbed for construction of new sewers. A total of 13,100 SY of streets and 4,500 SY of driveways and sidewalks will be reconstructed.

These are the required bonds, certificate of insurance and signed contract with J & K Contracting of Urbandale, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the January 2, 2024 City Council Meeting in the amount of \$5,716,345.00.

Current construction estimate: \$5,100,000.00.

Source of Funds:
\$2,500,000 STAG Grant
\$2,600,000 Sewer Fund Balance
(An estimated \$250,000 will be reimbursed by OWW for water main construction)

RESOLUTION #35-2024
A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF
INSURANCE FOR THE BLAKE'S BRANCH, PHASE 8, DIVISION 2 PROJECT

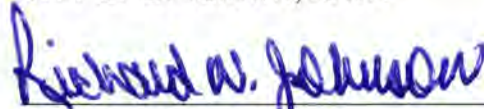
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to J & K Contracting of Urbandale, Iowa in the amount of \$5,716,345.00 based on total unit price and estimated quantities; and,

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



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

APPROVED, PASSED, AND ADOPTED, this 6th day of February, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

CONTRACT

THIS CONTRACT, made and entered into at _____ this 6 day of Feb., 2024 by and between the City of Ottumwa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and J&K Contracting, LLC, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the latest revision of the Urban Standard Specifications for Public Improvements, as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities And Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 2, 4TH STREET SEWER SEPARATION

Construct Blake's Branch Sewer Separation Phase 8, Division 2, 4th Street Sewer Separation project including all labor, materials and equipment necessary to construct, approximately 3,430 Linear Feet of 12 thru 48-inch storm sewer in open cut, approximately 2,770 Linear Feet of 8 thru 15-inch sanitary sewer in open cut, 520 Linear Feet of 30-inch sanitary sewer in open cut, manholes, intakes, sanitary service reconnections, approximately 1,900 Linear Feet of 6 thru 8-inch water main in open cut, hydrant assemblies, valves, water service reconnections, approximately 13,500 SY of PCC Pavement, 2,900 SY of PCC Sidewalk, 1,250 SY of PCC Driveway, excavation and backfill, surface restoration, erosion control, testing, mobilization, traffic control, construction staking and miscellaneous work, including cleanup.

The project shall be fully completed except final surface restoration by November 1, 2025.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Five Million Seven Hundred Sixteen Thousand Three Hundred Forty-Five and 00/100 Dollars (\$5,716,345.00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. Contractor agrees to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred Dollars (\$500) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Ottumwa

By

Richard W. Johnson
Richard W. Johnson, Mayor

(Seal)

ATTEST:

Christina Reinhard
Christina Reinhard, City Clerk

FORM APPROVED BY:

Attorney for Jurisdiction

CONTRACTOR:

J&K Contracting, LLC _____

Contractor

By _____



Signature

Project Manager

Title

10703 Justin Drive

Street Address

Urbandale, IA 50322

City, State, Zip Code

515-233-5500

Telephone Number

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. C1306-81 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors: Out-of-State Contractors shall provide information regarding its Contractor's Project Bond (State of Iowa, Division of Labor, Out-of-State Contractor Project Bond) pursuant to Section 91C.7 of the Iowa Code.

Bond No. _____

Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____ to me known, who being by me duly sworn, did say that they are the _____ and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed hereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My Commission Expires _____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My Commission Expires _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me personally known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My Commission Expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of IOWA)
) SS
POLK County)

On this 10 day of JANUARY, 2024, before me a Notary Public in and for said county, personally appeared JARED BOUSKA, to be personally known, who being by me duly sworn did say that person is JARED BOUSKA of said J&K, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) JARED, and that said instrument was signed and sealed on behalf of the said JARED, by authority of its managers and the said JARED acknowledged the execution of said instrument to be the voluntary act and deed of said

JARED BOUSKA, by it voluntarily executed.



Jayton M Hull

Notary Public in and for the State of IOWA
My Commission Expires JANUARY 10 2026

CONTRACT ATTACHMENT: ITEM 1: GENERAL –

<u>ITEM</u>	<u>DESCRIPTION OF SRF ATTACHMENT</u> (completed and signed by prime contractor and submitted with bid)
1.	<u>Bidders Status Form</u>
2.	<u>Attachment 1 – Certification of Non-Segregated Facilities</u>
3.	<u>Attachment 2 – Debarments and Suspensions</u>
4.	<u>Attachment 3 – Disadvantaged Business Enterprise (DBE) Solicitation</u>
5.	<u>Attachment 10 – prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</u>

<u>ITEM</u>	<u>DESCRIPTION OF STAG ATTACHMENT</u> (to be signed by prime contractor and submitted with Contract)
6.	<u>Certification Regarding Lobbying</u>

<u>ITEM</u>	<u>DESCRIPTION OF SRF AND STAG ATTACHMENT</u>
7.	<u>Attachment 6 – DBE Subcontractor Participation Form</u>
8.	<u>Attachment 7 – Other Federal Requirements Language (Updated Language for EPA Community Grant)</u>
9.	<u>Attachment 8 – Right of Entry and Records Retention</u>
10.	<u>Attachment 9 – “American Iron and Steel” Requirements</u>
11.	<u>Attachment 11 – Copeland Anti-Kickback Act</u>

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE AMOUNT BID SHALL NOT AFFECT THE UNIT BID PRICE.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	\$555,000.00	\$555,000.00
2	Traffic Control	LS	1	\$16,000.00	\$16,000.00
3	Construction Staking	LS	1	\$43,000.00	\$43,000.00
4	Maintenance of Solid Waste Collection	LS	1	\$9,000.00	\$9,000.00
5	Trench Compaction Testing	LS	1	\$26,000.00	\$26,000.00
6	Pavement Samples & Testing	LS	1	\$21,000.00	\$21,000.00
7	Clearing and Grubbing	LS	1	\$75,000.00	\$75,000.00
8	Chain Link Fence, Removal and Replacement	LF	100	\$35.00	\$3,500.00
9	Excavation, Class 10	CY	2,500	\$25.00	\$62,500.00
10	Rock Excavation	CY	200	\$245.00	\$49,000.00
11	Off-Site Borrow Material	CY	200	\$35.00	\$7,000.00
12	Stabilization Material	TON	200	\$30.00	\$6,000.00
13	Subgrade Preparation	SY	15,000	\$5.00	\$75,000.00
14	Modified Subbase, 6"	SY	15,000	\$10.00	\$150,000.00
15	Granular Surfacing, 6"	TON	450	\$35.00	\$15,750.00
16	Pavement Removal	SY	13,500	\$10.00	\$135,000.00
17	Sidewalks and Driveways Removal/Disposition	SY	5,000	\$10.00	\$50,000.00
18	Pavement, PCC, 8", Integral Curb	SY	13,500	\$90.00	\$1,215,000.00
19	PCC Driveway, 6", Type A	SY	1,250	\$85.00	\$106,250.00
20	Sidewalk, PCC, 4"	SY	2,900	\$85.00	\$246,500.00
21	Detectable Warning Panels	SF	528	\$70.00	\$36,960.00
22	Epoxy Coated Pavement Reinforcement	LBS	38,740	\$1.75	\$67,795.00
23	Pipe Removal, 6" - 36"	LF	4,200	\$25.00	\$105,000.00
24	Sewer Removal, 4th Street Brick Box	LF	830	\$40.00	\$33,200.00
25	Sewer Abandonment, Box, Fill and Plug	CY	110	\$340.00	\$37,400.00
26	Remove Manhole	EA	11	\$1,000.00	\$11,000.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
27	Remove Intake Structure	EA	33	\$1,000.00	\$33,000.00
28	Storm Sewer, 12" Trenchless	LF	160	\$260.00	\$41,600.00
29	Storm Sewer, 12" Class 5 RCP, Trenched	LF	360	\$70.00	\$25,200.00
30	Storm Sewer, 15" Class 5 RCP, Trenched	LF	1,580	\$80.00	\$126,400.00
31	Storm Sewer, 18" Class 5 RCP, Trenched	LF	310	\$95.00	\$29,450.00
32	Storm Sewer, 36" Class 4 RCP, Trenched	LF	92	\$180.00	\$16,560.00
33	Storm Sewer, 42" Class 4 RCP, Trenched	LF	174	\$240.00	\$41,760.00
34	Storm Sewer, 48" Class 4 RCP, Trenched	LF	914	\$275.00	\$251,350.00
35	Storm Sewer, Connect Pipe at Existing Box	EA	2	\$6,500.00	\$13,000.00
36	Storm Sewer, Connect Pipe at Existing Structure	EA	1	\$6,500.00	\$6,500.00
37	Storm Sewer Manhole SW-401, 48" Dia.	EA	1	\$6,000.00	\$6,000.00
38	Storm Sewer Manhole SW-401, 60" Dia.	EA	1	\$9,000.00	\$9,000.00
39	Storm Sewer Manhole SW-401, 72" Dia.	EA	1	\$14,000.00	\$14,000.00
40	Storm Sewer Manhole SW-401, 96" Dia.	EA	4	\$22,000.00	\$88,000.00
41	Storm Sewer Intake, SW-501	EA	19	\$4,500.00	\$85,500.00
42	Storm Sewer Intake, SW-503	EA	2	\$7,000.00	\$14,000.00
43	Storm Sewer Intake, SW-505	EA	13	\$9,200.00	\$119,600.00
44	Storm Sewer Intake, SW-511, 36" x 36" I.D.	EA	1	\$3,600.00	\$3,600.00
45	Storm Sewer Intake, SW-512, 24" Dia.	EA	1	\$4,000.00	\$4,000.00
46	Storm Sewer Subdrain, 6"	LF	7,350	\$22.00	\$161,700.00
47	Storm Sewer Subdrain Outlets	EA	33	\$450.00	\$14,850.00
48	Storm Sewer Subdrain Cleanouts	EA	14	\$1,700.00	\$23,800.00
49	Sanitary Sewer Gravity Main, 8", Trenched	LF	1,920	\$100.00	\$192,000.00
50	Sanitary Sewer Gravity Main, 12", Trenched	LF	796	\$120.00	\$95,520.00
51	Sanitary Sewer Gravity Main, 15", Trenched	LF	54	\$150.00	\$8,100.00
52	Sanitary Sewer Gravity Main, 30", Trenched	LF	466	\$280.00	\$130,480.00
53	Sanitary Sewer Gravity Main, 36", Trenched	LF	56	\$320.00	\$17,920.00
54	Sanitary Sewer Manhole, Type SW-301, 48" Dia.	EA	14	\$8,000.00	\$112,000.00
55	Sanitary Sewer Manhole, Type SW-301, 60" Dia.	EA	2	\$25,000.00	\$50,000.00
56	Sanitary Sewer, Manhole, Type SW-301, 72" Dia.	EA	1	\$35,000.00	\$35,000.00
57	Sanitary Sewer, 8" External Drop Connection	EA	2	\$11,000.00	\$22,000.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
58	Sanitary Sewer, 12" External Drop Connection	EA	2	\$14,500.00	\$29,000.00
59	Sanitary Sewer Service Stub, 6", Trenched	LF	1,400	\$80.00	\$112,000.00
60	Sanitary Sewer Service Stub, 6", Trenchless	LF	500	\$245.00	\$122,500.00
61	Sanitary Sewer Service Connection	EA	39	\$1,200.00	\$46,800.00
62	Water Main Abandonment, Cap	EA	5	\$1,200.00	\$6,000.00
63	Water Main, 6", PVC, Trenched	LF	1,200	\$55.00	\$66,000.00
64	Water Main, 8", PVC, Trenched	LF	650	\$65.00	\$42,250.00
65	Water Main, 8", Trenchless	LF	50	\$215.00	\$10,750.00
66	Water Main Fittings, 4" to 12"	EA	25	\$1,000.00	\$25,000.00
67	Water Main, 8" Gate Valve	EA	2	\$3,100.00	\$6,200.00
68	Water Main, 6" Gate Valve	EA	4	\$2,500.00	\$10,000.00
69	Water Main, Hydrant Removal	EA	4	\$1,800.00	\$7,200.00
70	Water Main, Hydrant Assembly	EA	4	\$8,400.00	\$33,600.00
71	Water Main Reconnections	EA	9	\$3,000.00	\$27,000.00
72	1" Water Service Reconnection, Trenched	EA	30	\$4,300.00	\$129,000.00
73	Seeding, Fertilizing, and Mulching, Type 1	ACRE	3	\$6,500.00	\$19,500.00
74	Silt Fence, Install and Removal	LF	4,000	\$2.25	\$9,000.00
75	Filter Socks, 8", Install and Removal	LF	4,000	\$2.25	\$9,000.00
76	Erosion Control Mulching, Hydromulching	ACRE	3	\$2,500.00	\$7,500.00
77	Temporary Rolled Erosion Control (RECP)	SY	5,000	\$1.40	\$7,000.00
78	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1	\$5,000.00	\$5,000.00
79	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1	\$12,000.00	\$12,000.00
80	Stamped Concrete Crosswalk, PCC, 8"	SY	135	\$180.00	\$24,300.00
TOTAL BID ITEMS					
(Items 1 - 80)					\$5,716,345.00

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
2 CFR 200, Appendix II (I)
FOR THE CITY OF OTTUMWA
BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 2
4TH STREET SEWER SEPARATION

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, J&K Contracting LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Jared Bouska

Date

1/10/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Tristyn Paup		FAX (A/C, No):	
	PHONE (A/C, No, Ext): 515-974-4604			
E-MAIL ADDRESS: tpaup@holmesmurphy.com			INSURER(S) AFFORDING COVERAGE NAIC #	
INSURER A: The Continental Insurance Company				35289
INSURER B: Midwest Builders Casualty Mutual Co				
INSURER C: Transportation Insurance Company				20494
INSURER D:				
INSURER E:				
INSURER F:				

COVERAGES **CERTIFICATE NUMBER:** 1725873073 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

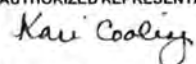
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		7039580646	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		7039578492	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		7039605979	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WC20000037782023A	7/1/2023	7/1/2024	X PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Leased/Rented Equipment Contractors Equipment		7039589508	7/1/2023	7/1/2024	Limit Per Schedule	1,000,000 Per Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Blake's Branch Sewer Separation, Phase 8, Division 2, 4th Street Sewer Separation project.
 The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as additional insureds with respect to liability arising out of the contractor's work and services performed for the jurisdiction per policy terms and conditions. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage by primary, contributing, or excess per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Ottumwa 105 3rd St E Ottumwa IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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SURETY BOND NO. 100200740

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, J&K Contracting, LLC

as Principal (hereinafter the "Contractor" or "Principal" and
Merchants National Bonding, Inc.

as Surety are held and firmly bound unto City of Ottumwa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Five Million Seven Hundred Sixteen Thousand Three Hundred Forty-Five and 00/100 Dollars (\$5,716,345.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of February, 2024, (hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

**BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 2,
4TH STREET SEWER SEPARATION**

Construct Blake's Branch Sewer Separation Phase 8, Division 2, 4th Street Sewer Separation project including all labor, materials and equipment necessary to construct, approximately 3,430 Linear Feet of 12 thru 48-inch storm sewer in open cut, approximately 2,770 Linear Feet of 8 thru 15-inch sanitary sewer in open cut, 520 Linear Feet of 30-inch sanitary sewer in open cut, manholes, intakes, sanitary service reconnections, approximately 1,900 Linear Feet of 6 thru 8-inch water main in open cut, hydrant assemblies, valves, water service reconnections, approximately 13,500 SY of PCC Pavement, 2,900 SY of PCC Sidewalk, 1,250 SY of PCC Driveway, excavation and backfill, surface restoration, erosion control, testing, mobilization, traffic control, construction staking and miscellaneous work, including cleanup.

The project shall be fully completed except final surface restoration by November 1, 2025.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of Five Million Seven Hundred Sixteen Thousand Three Hundred Forty-Five and 00/100 Dollars (\$5,716,345.00) which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

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It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period; within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than four years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Warren County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 15th day of January, 2024.

PRINCIPAL:

J&K Contracting, LLC

Contractor

By

[Signature]
Signature

Project Manager
Title

Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By

[Signature]
Signature Attorney-in-Fact Officer

Sara Huston, Attorney-in-Fact

Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Telephone Number



NOTE: All signatures on this Performance, Payment and Maintenance Bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Megan A Brown; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."


In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of November, 2023.

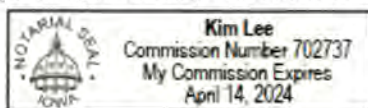


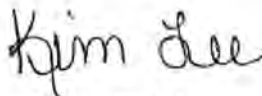
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of November 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____




Secretary

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 20-2024 - Approving a Ten-Year Municipal Lease and Operating Agreement Between the City of Ottumwa, Iowa and Adam Wilson d/b/a/ A. A. W. Golf Group, LLC for the Operation of the Cedar Creek Golf Course



Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 20-2024.

DISCUSSION:

The management lease with the prior operator ended on December 31, 2023. The city had issued requests for proposals to interested operators to assume operations moving forward. Three entities submitted proposals and the city council interviewed each of them. The city council selected Adam Wilson d/b/a/ A. A. W. Golf Group, LLC from this process. The attached Municipal Lease and Operating Agreement was updated from the previous document. It was reviewed by the city attorney and Mr. Wilson. Following some negotiation, the attached was approved and executed by Mr. Wilson. It is now before the city council to authorize the Mayor to execute.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 20-2024

RESOLUTION APPROVING A TEN-YEAR MUNICIPAL LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF OTTUMWA, IOWA AND ADAM WILSON D/B/A A. A. W. GOLF GROUP, LLC FOR THE OPERATION OF THE CEDAR CREEK GOLF COURSE

WHEREAS, the City owns certain improved real estate in Wapello County, Ottumwa, Iowa, which is used and maintained as a municipal Golf Course and is commonly known as Cedar Creek Golf Course (“Golf Course”), located at 13120 Angle Road; and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City of Ottumwa to procure the services of the Contractor to manage and operate the Golf Course on behalf of the City; and

WHEREAS, the City has drafted a Municipal Lease and Operating Agreement for a ten-year period to operate the Golf Course; and

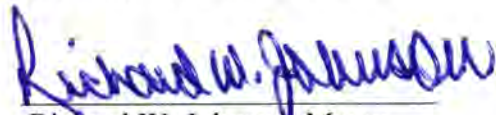
WHEREAS, Adam Wilson d/b/a A. A. W Golf Group, LLC has reviewed and signed said Agreement; and

WHEREAS, agreements exceeding three years require a public hearing, which was noticed and held at a meeting of the city council on January 16, and subsequently continued to a meeting of the city council on February 6.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the proposed Municipal Lease and Operating Agreement between the City of Ottumwa, Iowa and Adam Wilson, d/b/a A. A. W. Golf Group, LLC is hereby approved and authorizes the Mayor to sign the Agreement on behalf of the City of Ottumwa, Iowa.

APPROVED, PASSED AND ADOPTED, this 6th day of February, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



MUNICIPAL LEASE AND
OPERATING AGREEMENT

By and Between

CITY OF OTTUMWA, IOWA

and

Adam Wilson
d/b/a A. A. W. Golf Group, LLC.

Dated as of January 01, 2024

LEASE & OPERATING AGREEMENT

THIS LEASE & OPERATING AGREEMENT ("Agreement") is made and entered into this 12 Day of February, 2024, to be effective as of the 1st day of January, 2024 by and between the City of Ottumwa, Iowa ("City") and Adam Wilson d/b/a A. A. W. Golf Group, LLC (the "Contractor").

WITNESSETH

WHEREAS, the City owns certain improved real estate in Wapello County, Ottumwa, Iowa, which is used and maintained as a municipal Golf Course and is commonly known as Cedar Creek Golf Course ("Golf Course"), located at 13120 Angle Road; and

WHEREAS, the City issued a Request for Proposal on October 25, 2023 soliciting proposals for management and operation of the Golf Course; and

WHEREAS, Contractor was determined to have submitted the winning proposal in response to the City's solicitation; and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City of Ottumwa to procure the services of the Contractor to manage and operate the Golf Course on behalf of the City; and

WHEREAS, pursuant to the terms and conditions of this Agreement, City hereby grants to the Contractor the authority to manage and operate the Golf Course and the Contractor hereby agrees to furnish the services desired by the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

AGREEMENT

ARTICLE I.
DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings (such meanings applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Agreement, to be effective as of the Effective Date, by and between the City and the Contractor, which may be amended, modified or supplemented from time to time.

"Buildings" means the Clubhouse, golf cart storage building, shelters, parking areas, maintenance facilities, and all other structures and fixtures attached thereto which are located on the Premises.

"Capital Improvements" is defined to mean a physical improvement that results in or becomes a part of a physical asset. Capital Improvements will have a useful service life of more than one year and have an estimated cost of \$5,000.00 or greater. Equipment replacement and repair, seeding, fertilizing, tree planting, tree cleaning and tree removal are not Capital Improvements, but are maintenance expenses to be borne by the Contractor.

"Cart Paths" means all paved and non-paved paths and bridges for use by golf carts provided on the Premises.

"City" means the City of Ottumwa, Iowa.

"City Administrator/Designee" means the City Administrator or the person designated by the City Administrator to oversee golf operations related to this Agreement.

"Clubhouse" means the Clubhouse located on the Premises.

"Contractor" means the entity, A. A. W. Golf Group, LLC.

"Disability" means when the Contractor is deemed permanently disabled in accordance with the permanent disability policy of the City in effect at the time of the illness or injury causing the permanent disability or, in the event no disability policy is then in effect, in accordance with the opinion of a licensed physician selected jointly by the City and the Contractor.

"Effective Date" means January 1, 2024.

"Event of Default" shall have the meaning set forth in Section 11.01 of this Agreement.

"Expiration" when referring to the expiration of this Agreement means the termination of this Agreement on December 31, 2033, unless this Agreement is otherwise amended or modified in accordance with the provisions set forth herein.

"Golf Course" means the tees, greens, bunkers, rough and all other areas of the Premises on which the game of golf may be played and all signs or materials attached thereto or situated thereon.

"Golf Equipment" means all golf carts, mowers, and all other equipment used at or on the Golf Course.

"Golf Facilities" means collectively the Golf Course, Buildings, Irrigation Systems, Cart Paths, Utilities, Golf Supplies and all site improvements and other existing improvements and future improvements made to the Premises.

"Golf Professional" has the meaning set forth in Section 5.01 of this Agreement.

"Golf Shop Inventory" means all products purchased by the Contractor for resale at or on the Golf Facilities.

"Golf Supplies" means all furniture, fixtures, or equipment purchased by the Contractor and necessary to operate or maintain the Golf Facilities.

"Irrigation Systems" means all ponds, pumps, water lines and all other equipment or fixtures located on the Premises for the purpose of providing irrigation for the Golf Course.

"Major Maintenance" means any utility project which requires repair or replacement of public utilities including sewer, water, electric or gas including the laterals providing service to the property.

"PGA" means the Professional Golfers Association of America.

"Premises" means the real property located at Angle Road, Ottumwa, Iowa, on which Golf Facilities are situated and any improvements made thereto from time to time by the City or the Contractor during the Term.

"Proposal" means the proposal submitted by Contractor in response to the City's Request for Proposal for management and operation of the Golf Course. The Proposal is attached hereto as Exhibit D and by this reference incorporated herein.

"Quality Standards" means the quality standards set forth on Exhibit A attached hereto.

"Term" has the meaning set forth in Section 2.01 of this Agreement.

"Termination" when referring to the termination of this Agreement means the termination of this Agreement prior to the Expiration of the Term.

"Utilities" means water, electric, gas and telephone service and other public utilities of every kind furnished to the Premises and the equipment associated therewith.

ARTICLE II.
TERM / LEASED PREMISES

Section 2.01. Term. Subject to and upon the conditions set forth herein, the term of this Agreement shall commence on January 1, 2024 and terminate on December 31, 2033, unless terminated earlier pursuant to the provisions contained herein (the "Term").

Section 2.02. Renewal Options. Upon concurrence of both parties, this Agreement may be renewed for two additional five-year periods. The Contractor shall notify the City of his/her (Contractor's) intent to renew by July 1, 2033, and by July 1, 2038 for each renewal request. The City will acknowledge the renewal request in writing by September 1, 2033, and September 1, 2038 or notify the Contractor of their (City's) intent not to renew.

Section 2.03. Description of Leased Premises. The Leased Premises consists of approximately 155 acres of land as depicted on Exhibit E. The City hereby leases to Contractor, subject to the provisions of this Agreement, the Leased Premises for use in connection with the operation of a public golf course.

ARTICLE III.
LEASE PAYMENT

Section 3.01. Lease Payment. During each year of the Term, the Contractor shall submit fifty percent (50%) of their annual lease payment to the City on or before June 15 and December 15 of each year. Per the Proposal submitted for the calendar years 2024-2033 this amount is sixteen thousand dollars (\$16,000) per year.

ARTICLE IV.
OPERATIONS

Section 4.01. General Responsibilities of the Contractor.

(a) The Contractor shall be responsible to the City and the general public for rendering, on a full-time basis, golf-related services and conducting its business on or about the Golf Facilities in a quality, high class manner generally accepted and established by the PGA.

(b) The hours and dates for the operation of the Golf Course and driving range (if applicable) shall be set by the Contractor.

(c) The Contractor shall operate the Golf Course in an orderly manner and not annoy, disturb or be offensive to customers, patrons, or others in the immediate vicinity of such operations. The operation of the Golf Facilities shall be conducted in a manner acceptable to the City in its reasonable determination and in substantial compliance with the Quality Standards.

Section 4.02. Operation of the Clubhouse. The Contractor shall operate the Clubhouse at its own cost and expense and monitor the sales and concession areas therein which shall both be open during the times that the Golf Course is open for play.

Section 4.03. Maintenance of the Clubhouse. The Contractor shall be responsible for the day-to-day maintenance of the Clubhouse, which shall include, but is not limited to, minor repairs, normal cleaning, replacement and upkeep of all furniture and fixtures, and providing necessary supplies and materials. The Contractor shall maintain the Clubhouse, cart storage area and grounds in a neat, clean, and organized fashion. See Exhibit A for comprehensive Quality Standards.

Section 4.04. Staffing. At all times when the Golf Course is open for play, the Golf Professional or one of his designated employees shall be on duty in the Clubhouse. The Contractor shall see that an adequate staff is on duty at all times between March 1 and October 30 of each year of the Term. During the remaining months, the Contractor may make personnel adjustments based on weather and playing conditions of the Golf Course. The Contractor shall have and retain full control over the employment and discharge of all persons assisting in the performance of its services hereunder. The Contractor shall be solely responsible for all matters relating to wages, hours of work, working conditions, and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, workers' compensation and all other related requirements. The Contractor shall be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors.

Section 4.05. Merchandise. The Contractor shall maintain a supply of merchandise in the Clubhouse similar to merchandise customarily maintained at comparable municipal golf courses. The Contractor shall order and be responsible for payment of all Golf Equipment, golf merchandise and supplies, sportswear and other similar items, offered for sale and all sales tax and other taxes that might be due and payable. All City, State and other licenses required for the appropriate operation of the golf shop must be obtained by the Contractor at the Contractor's expense.

Section 4.06. Licenses and Permit. The Contractor shall obtain all necessary licenses and permits for the operation of the Clubhouse and food and drink concessions and shall furnish copies of such licenses to the City. Any permit from the City shall be obtained by the Contractor or its designee at its sole expense and such permit will be assigned to the City or the Contractor's appointed successor at the end of this Agreement or any extensions thereof without any cost whatsoever to be paid by the City or the Contractor's successor except for any transfer fee assessed by the City and the pro-rata amount of the City annual renewal fee. In addition, the Contractor agrees to obtain liquor liability insurance in the amount specified in Section 9.03 of this Agreement.

Section 4.07. Operation of the Concessions Area. The Contractor shall be responsible for all concessions sold in the Clubhouse and on the Golf Course during the Term. The Contractor shall maintain the kitchen and food and drink concession areas in a clean and sanitary condition, and shall comply with all applicable codes and other City, State and Federal regulations. The Contractor shall provide all concession-related equipment, adequate staffing of concessions, appropriate hours of operation, and be responsible for the cleanliness and quality of food service.

Section 4.08. Control of Play. The Golf Professional, or his designee, shall tour the Golf Course to observe and control play, making an effort to ensure that all players abide by the applicable rules, and that all carts are kept a minimum of thirty feet from tees and greens or on Cart Paths.

Section 4.09. Operation of the Golf Carts. The Contractor shall provide and maintain an adequate number of riding and pull carts as may be necessary to satisfy the reasonable demands of the public. The golf carts shall be maintained in good operating conditions by the Contractor and the Contractor shall provide any necessary re-powering and refueling. Individuals may have their own golf carts on the Premises, subject to storage fees and trail fees.

Section 4.10. Signs. The Contractor shall prominently display a sign in the golf shop, at all times, stating the following information: (i) all green fee prices, (ii) range balls, (iii) all golf cart rental fees, (iv) pull cart rental fees, (v) dress code, (vi) rain check policy, (vii) tee time policy and (viii) refund policy.

Section 4.11. Compliance with Rules and Regulations.

(a) The Contractor shall not use the Premises for any unlawful purpose or act and shall comply with and obey all laws, regulations (including zoning and sign regulations) or orders of any governmental authority or agency. The Contractor shall not use, or permit the Premises (or any part thereof) to be used for any purpose or purposes other than as a municipal golf course. The Contractor shall not commit, or suffer to be committed, any waste on or about the Premises, or create any nuisance.

(b) The Contractor agrees that its operation of the Golf Course will be in accordance with all rules, regulations, procedures, conditions and terms of the City now in effect or as may hereafter be adopted by the City. Any rules, regulations procedures, conditions or terms adopted by the City after the date of this Agreement which are inconsistent with the provisions of this Agreement shall not be binding on the Contractor, unless the Contractor shall agree to the same in writing.

(c) The Contractor shall not conduct any business or activity on the Premises not specifically authorized by this Agreement, unless approved in writing in advance by the City.

(d) The Contractor shall comply with all applicable Federal laws and regulations, state statutes and City-County ordinances and regulations relative to the operation of the Golf Course and this Agreement.

Section 4.12. Utilities.

(a) The Contractor shall pay for all water, gas, electric, telephone and other public Utilities of every kind furnished to the Premises for the exclusive use by the Contractor throughout the Term and all other costs and expenses of every kind whatsoever of, or in connection with the use, operation and maintenance of the Premises and all activities conducted thereon and to indemnify and hold harmless the City from any liability resulting from any nonpayment of any such services.

(b) The Contractor shall maintain all Utilities at the Golf Course, including, but not limited to, drains, sewer pipes, air conditioning, plumbing and electrical lines, services, outlets, meters to monitor utility usage, except as otherwise set forth herein or as maintained by the electric, gas and water utility companies. Further, the Contractor shall be responsible for maintenance, repair and restoration of its property within all utility easements. Any Major Maintenance shall be the responsibility of the City.

Section 4.13. Maintenance of the Golf Facilities. The Contractor shall, at its sole cost and expense, keep and maintain the Premises, Golf Facilities and Golf Equipment and all appurtenances thereto in good and neat order, condition and repair. This includes, without limitation, routine maintenance, predictive maintenance, and preventative maintenance (except as specifically provided herein) of the Premises,

Golf Facilities and Golf Equipment. The Premises, Golf Facilities and Equipment shall be maintained in at least as good of condition as present on the Effective Date. The City shall be responsible for repairs and replacements of the Golf Facilities resulting from casualty losses, unless the casualty loss is the result of the Contractor's negligence; in which case the Contractor shall be responsible for all such repairs and/or replacements.

Section 4.14. Environmental Matters. In the event a violation of any environmental law, statute, rule or regulation is alleged to exist at the Premises and the Golf Facilities which violation existed, in whole or in part, prior to the date the Contractor obtained control and possession of the Premises at the Golf Facilities (whether pursuant to this Agreement or a previous agreement), the City shall cure such matter at no cost or expense to Contractor, unless the same was caused by the acts or omissions of the Contractor.

Section 4.15. Marketing.

(a) The Contractor shall promote the game of golf and actively seek and administer golf leagues, outings, golf clinics, youth golf (PGA Jr. League) and other programs which will be in the best interest of the public as outlined in the Contractor's Proposal.

(b) The Contractor will assist and cooperate with the U.S.G.A. or any other golf governing body as may be identified from time to time by the City in the scheduling of golf tournaments at the Golf Course as long as the Contractor receives its reasonable customary compensation for the use of the Golf Course.

Section 4.16 Fueling Tank and Fuel. The Contractor will be allowed to purchase fuel from the City based on the City tank wagon delivery. All fuel must be used directly in Golf Course operations.

Section 4.17 High School/IHCC Golf Teams. In the interest of our local educational systems and the promotions of golf in Ottumwa, it is required that the local high school golf teams be permitted access and use of the Cedar Creek Golf Course facility for their practice at a reduced fee and competitions at no charge and that the IHCC golf teams be permitted access and use of the Cedar Creek Golf Course facility for their practice and competitions at a reduced fee.

ARTICLE V.
PERSONNEL

Section 5.01. Class A-1 Professional. The Contractor or principal owner shall either hold the designation or hire and maintain on staff an experienced PGA Golf Professional for the operations at the Golf Facilities and must be a licensed Class "A-1" member of the PGA (the "Golf Professional").

Section 5.02. Other Employees. The Contractor will employ, manage and supervise all employees and be ultimately responsible for the efficient operation of the Golf Course, including, but not limited to: (i) rental of pull carts, golf clubs and golf carts, (ii) the operation of the driving range, including the purchasing and selling of range balls (if applicable), (iii) all janitorial services, and (iv) the monitoring and policing of the parking area and Clubhouse grounds, thereby providing a safe environment and quality service throughout the Golf Course.

Section 5.03. Employee Conduct. The Contractor shall control the conduct, demeanor and appearance of its officers, members, employees, agents and representatives. The City may raise concerns to the Contractor regarding the conduct, demeanor, and/or appearance of the Contractor's staff. The Contractor shall at its discretion take all necessary steps it deems appropriate to address the City's concerns. The Contractor's employees in contact with the public shall perform their duties as directed by the Contractor in an efficient and courteous manner, as prescribed by the Quality Standards.

Section 5.04. Restrictions on Subcontracting. The parties agree that the Contractor shall not subcontract, assign or delegate all or substantially all of its duties, obligations or services to be performed under this Agreement without prior written approval of the City. In the event that the City approves of any such subcontracting, assignment or delegation, the Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. The City shall have no obligation whatsoever toward such persons. The Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this Section 5.04 shall not be construed to relieve the Contractor of any responsibility for performing its obligations under this Agreement.

Section 5.05. Nondiscrimination.

(a) It shall be unlawful, unfair and/or discriminatory practice for any owner, proprietor, manager or superintendent of any public accommodation or any agent or employee thereof: to refuse or deny to any person because of race, sex, creed, color, national origin, religion, marital status, age, disability, or sexual orientation the accommodations, advantages, facilities, service or privileges thereof: or otherwise to discriminate against any person because of race, sex, creed, color, national origin, religion, marital status, age, disability, or sexual orientation in the furnishing of said accommodations, advantages, facilities, services, or privileges. It shall be unlawful, unfair and/or discriminatory practice to hire, accept, register, classify or refer for employment, or discharge any employee, or to otherwise discriminate in any employment against any applicant for employment or any employee because of the age, race, creed, color, sex, national origin, religion, disability, sexual orientation of such applicant or employee, unless based upon the nature of the occupation. If a disabled person is qualified to perform a particular

occupation, by reason of training or experience, the nature of that occupation shall not be the basis for exception to the unfair or discriminating practices prohibited.

(b) The Contractor shall incorporate the requirements contained in subparagraph (a) above in all subcontracts entered into related to the Golf Course operations, and all labor organizations furnishing skilled and unskilled labor, or who may perform any such labor or services in connection with this Agreement.

Section 5.06. The City not Employer. Nothing in this Agreement shall be construed to place the City in the relationship of the employer of, or to grant the City the right to direct or control, employees of the Contractor.

ARTICLE VI. CAPITAL IMPROVEMENTS

Section 6.01. Anticipated Improvements. The Contractor has provided the suggested Capital Improvements List set forth on attached Exhibit B. The Contractor may undertake any or all of the suggested capital improvements, but is not obligated to make any or all of the capital improvements set forth in Exhibit B. These Capital Improvement projects may be undertaken by the Contractor at his discretion and expense. The Contractor has the option to make any or all Capital Improvements during the term of this Lease. The improvements set forth on the Capital Improvements List shall be completed in an order of priority as determined by the Contractor. Any capital improvement project shall be approved by the City Administrator and his designees, the Parks Department Director, Public Works Director, and the Contractor. Any and all plans for the design, construction and installation of the Capital Improvements, meeting the definitions as set out in Article I by the Contractor, shall be approved by the City's Public Works Director. The City will review the Contractor's proposal for a Capital Improvement. The Contractor shall be responsible for obtaining all necessary permits and licenses and shall be submitted to the Public Works Director upon receipt by the Contractor. All construction shall be done in accordance with applicable federal, state and local laws and ordinances. The Contractor shall commence and proceed with due diligence to complete the Capital Improvements to the Golf Facilities set forth on the attached Exhibit B. The attached Exhibit B has been mutually agreed upon by the City and the Contractor. Said list is a suggested list and may be modified with City concurrence. The Contractor shall use its best efforts to minimize the disruption to the Golf Course during the construction of the Capital Improvements. Any City-initiated Capital Improvement projects shall be paid for by the City and shall not interfere with the Contractor's ability to operate the Golf Course facilities.

Contractor agrees to obtain City approval of Capital Improvements. The Contractor's failure to do so may result in the declination of the City to include the Capital Improvements as part of an Expiration Payment as set out in Section 12.07. Equipment replacement or repair, seeding, fertilizing, tree planting, tree cleaning and tree removal are not Capital Improvements, but are maintenance expenses to be borne by the Contractor.

Section 6.02. Inspection. The City may inspect the Golf Facilities and Capital Improvements being made thereto at any time during customary operating hours of the Golf Course.

Section 6.03. Project Completion. Upon completion of the Capital Improvements, the Contractor shall submit a report to the City Administrator/Designee showing the project budget and the amount of expenses incurred by the Contractor on the Capital Improvements.

Section 6.04. Equipment and Furnishings. All equipment, furnishings, signs and advertising installed by the Contractor shall be in keeping with the appropriate standards of decor at the Golf Facilities and consistent with the Quality Standards for the Golf Course. The Contractor agrees that all equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution, and other related codes.

Section 6.05. Property of the City. The Capital Improvements made to the Golf Facilities shall immediately become the property of the City upon completion.

Section 6.06. Necessary Improvements. The Contractor shall be responsible for any other Capital Improvements which are reasonably necessary to maintain the Premises, Golf Facilities and Equipment in at least their condition as of the Effective Date.

Section 6.07. City Capital Improvements. The City may determine that a capital improvement needs to be done that may not appear on the attached Exhibit B due to but not limited to safety needs and other issues that may arise at the Golf Course from time to time. The City may decide to proceed to develop, design, construct and install the capital improvement at its expense, with the concurrence of the Contractor. Contractor shall cooperate with the City in the development of said capital improvement.

Section 6.08. Dedication of Funds to Capital Improvements. The Contractor shall withhold and submit to the City the sum of one dollar (\$1.00) out of the Contractor's charge for each round of golf played at the Golf Course. Such funds shall be remitted to the City at the same time the golf course fees are paid under Section

3.01. Such funds shall only be used for the City's own Capital Improvements at the Golf Course, or for the Expiration Payment as set out in Section 12.07.

ARTICLE VII REPORTS AND TAXES

Section 7.01. Reports. The Contractor shall provide periodic written reports to the City Administrator/Designee as requested or at least annually. These reports should include business related information regarding the Golf Course including (but not limited to):

- (a) Financial performance of Cedar Creek in comparison to prior years;
- (b) Course use including the number of rounds of golf played;
- (c) At the end of the total term of the lease and any renewals, Contractor shall submit a report setting forth the previous two years' accounting showing profit/loss.

Section 7.02. Taxes. The Contractor shall pay and discharge when due all taxes and charges imposed upon the conduct of its business on or about the Golf Facilities and all taxes, if any, imposed upon its fixtures, equipment, merchandise and other personal property on or about the Golf Facilities. The Contractor shall not rely on or utilize the City's tax-exempt status when purchasing equipment or supplies for the Golf Facilities.

ARTICLE VIII OTHER AGREEMENTS

Section 8.01. Golf Facilities Evaluation

(a) As set forth throughout this Agreement, the Contractor has agreed to operate and manage the Golf Facilities by providing quality, reasonably priced golf services to youths and adults. The Contractor understands the importance of maintaining and providing top quality service to the public. The Contractor shall maintain the highest standards in adhering to these goals. The City reserves the right to conduct any reasonable surveys, questionnaires or inspections in order to determine how the public or other third parties view various aspects of the Golf Facilities within the parameters set forth in the Quality Standards.

(b) If the surveys, questionnaires or inspections recognize material shortcomings or deficiencies in any aspect of services and/or facilities as required by the Quality Standards, the City Administrator/Designee will notify the Contractor in writing of such deficiencies and the Contractor shall be responsible for curing such deficiencies as quickly as possible.

Section 8.02. Evaluation of the Contractor. The City shall supply to the Contractor an annual evaluation of the Contractor's performance by April 1st of each year of the Term. The City Administrator/Designee may meet with the Contractor to discuss the evaluation and may furnish to the Contractor recommendations for the Contractor and the Golf Facilities.

Section 8.03. Security. The Contractor shall maintain fire and theft security equipment in good operating order and use such equipment at all customary and appropriate times. Any additional security deemed appropriate in the Contractor's sole determination shall be provided at the Contractor's sole expense. The City makes no warranties as to any obligation to provide security for the Golf Facilities.

Section 8.04. Liens. The Contractor shall keep all of the Premises and Golf Facilities and every part thereof free and clear of any and all mechanic's, material men's and other liens for or arising out of or in connection with work or labor done, service performed, or material or appliances used or furnished for or in connection with any operations of the Contractor, any alteration, improvement, or repairs or additions which permit or cause to be made, or any work or construction by, for or permitted by the Contractor on or about the Premises, or any obligation of any kind incurred by the Contractor, and at all times promptly and fully to pay and discharge any and all claims of liens and suits of other proceedings pertaining thereto. If the Contractor desires to contest any such lien, it shall notify the City of its intention to do so within ten (10) days after receipt of the filing of such lien. In such case, the Contractor shall, on demand, indemnify and protect the City by a surety bond or other security reasonably acceptable to the City against such lien and any cost, liability, or damage arising out of such contest. The Contractor shall not be considered in default hereunder until thirty (30) days after the final determination of the validity of such lien(s), within which time the Contractor shall satisfy and discharge such lien(s) to the extent held valid. In the event of such contest, the Contractor shall protect and indemnify the City against all loss, expense and damage resulting from the Contractor's actions or failure to act.

Section 8.05. Litigation and Claim Protocol. Immediately upon its receipt of the same, the Contractor shall provide the City with written notice of the commencement of any litigation or the receipt of any material claim which relates to the execution or performance of this Agreement. The Contractor shall promptly refer any such matter(s) to the appropriate insurance company, if applicable. If the matter is not or may not be adequately covered by insurance, the Contractor shall promptly submit to the City a written plan for the litigation and/or claim, including recommended counsel to defend such matter(s). In the event both the City and the Contractor are parties to the litigation and/or claim, each may employ its own counsel, but at its own expense. All decisions regarding settlement by the City with respect to matter(s) to which the City is a party shall rest with the City.

ARTICLE IX.
LIABILITY AND INSURANCE

Section 9.01. Liability for Damage or Injury. The City shall not be liable for any damage or injury which may be sustained by any party or persons on the Premises other than the damage or injury solely caused by the negligent or intentional actions of the City, its agents and employees while in the course of City business.

Section 9.02. Damage or Destruction to Golf Facilities. The damage, destruction or partial destruction of a building or improvements to the Premises which is a part of the Golf Facilities shall not release the Contractor from any obligation hereunder, except as hereinafter expressly provided, and in case of damage to or destruction of any such building or improvement, the City shall, at its sole expense, promptly repair and restore the same to a condition as good as, or better than that which existed prior to such damage or destruction, unless it is determined that the Contractor's negligence is responsible for such destruction or partial destruction, in which case the Contractor shall be responsible for any such repairs or restoration deemed necessary.

Section 9.03. Insurance Coverage. The Contractor agrees to furnish to the City no later than January 31st of each year of the Term, satisfactory proof of the Contractor's purchase and continuing coverage (past and future) of the following types and amounts of insurance:

(a) Workers Compensation Insurance. A policy with a City-approved insurance carrier in the State of Iowa covering statutory obligations of the Contractor as an employer under the provisions of the Iowa Worker's Compensation Act.

(b) Commercial General Liability Insurance. A liability insurance policy for bodily injury, personal injury and property damage in the coverage amounts set forth on Exhibit C attached hereto for all damages arising out of any accident, occurrence or incident on the Premises or on or within the Golf Facilities. Such insurance policies as required by this paragraph shall specifically include broad form liability and contractual liability coverage as applicable to an indemnification provision in this Agreement, including, but not limited to, injury or damage to persons riding in golf carts.

(c) Products Liability Insurance. The Contractor shall also maintain in effect at all times a policy providing products liability insurance in the coverage amounts set forth on Exhibit C attached hereto for all sales of food, beverages, equipment and supplies. This coverage may be attached to and included in the commercial general liability insurance policy maintained by the Contractor as set forth above.

(d) Liquor Liability Insurance. The Contractor shall maintain in effect at all times a policy providing liquor liability insurance for all sales and serving of alcoholic beverages in the coverage amounts set forth on Exhibit C attached hereto.

(e) Miscellaneous Insurance Provisions. The City and the Contractor acknowledge and agree that the Contractor shall be solely responsible for all supplies and equipment maintained on the Premises and on or within the Golf Facilities. Any insurance on any Golf Supplies, Golf Shop Inventory, Golf Equipment or fixtures owned by the Contractor or supplies in the Contractor's possession for sale shall be covered by the Contractor's own property insurance policy and the Contractor agrees not to make any claim against the City for any losses to any such Golf Supplies, Golf Shop Inventory, Golf Equipment or fixtures, except if caused by any negligent or willful acts or omissions of the City, its agents or employees.

Section 9.04. Insurance Language. The insurance policies must be maintained in full force and effect at the Contractor's sole expense throughout the Term and any policy or policies concerning subparagraphs B, C and D of Section 9.03 above must contain the following provisions:

"The City of Ottumwa is additional insured for all coverage provided by this policy and shall be fully and completely protected by the policy for risks and for every injury, death, damage or loss of any sort sustained by any person, organization, or corporation in connection with the Contractor's acts or omissions, the acts or omissions or the Contractor's employees, agents, servants and invitees while upon or during their use or occupation of the Golf Facilities, as well as any activity performed by the Contractor, his employees, agents, servants and invitees by virtue of the rights granted to the Contractor by an Agreement with the City of Ottumwa, by and through the City".

"The coverage provided by this policy to the Contractor, the City of Ottumwa or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days written notice to the City of Ottumwa at the following address: 105 E. Third Street, Ottumwa, IA 52501".

ARTICLE X.
INDEMNIFICATION

Section 10.01 Indemnification of the City. Contractor agrees to the fullest extent permitted by law, to indemnify, defend, pay on behalf of, and hold harmless the City, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City from and against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from City, its elected and appointed officials, employees, volunteers or others working on behalf of City, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with this Agreement or Contractor's operations on or use of the Premises. It is the intention of the parties that the City, its elected and appointed officials, agents, employees, volunteers or other working on behalf of the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to Contractor, its officers, employees, subcontractors, others working on behalf of Contractor, and those it brings onto the Premises, due to accidents, mishaps, misconduct, negligence or injuries either in person or property on the Premises except for and to the extent caused by the sole negligence or willful misconduct of the City.

Contractor expressly assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of or in connection with the use of Premises resulting from the activities of Contractor, its officers, employees, subcontractors, others working on behalf of Contractor, and those it brings on to the Premises.

ARTICLE XI.
DEFAULT AND REMEDIES FOR DEFAULT

Section 11.01. Events of Default Each of the following shall be deemed a default by the Contractor under this Agreement (an "Event of Default"):

- (a) The failure of the Contractor to perform or observe any of the covenants, terms, conditions or agreements contained in this Agreement to be performed or observed by the Contractor and such failure continues for thirty (30) days after written notice thereof is given to the Contractor.
- (b) Abandonment of the Premises and Golf Facilities by the Contractor.
- (c) The filing, execution or occurrence of:
 - i. A voluntary petition in bankruptcy by the Contractor or an involuntary petition in bankruptcy against the Contractor, and the failure of the Contractor, in good faith, to promptly commence and diligently pursue action to dismiss the petition; or

- ii. A petition against the Contractor seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other relief of the same or different kind under any provision of the Bankruptcy Act, and the failure of the Contractor in good faith to promptly commence and diligently pursue action to dismiss the petition; or
- iii. A general assignment for the benefit of creditors by the Contractor.

Section 11.02. Notice When any Event of Default has occurred, the Contractor shall give written notice thereof to the City as soon as possible after obtaining knowledge of that Event of Default.

Section 11.03. Remedies and Survival Following the occurrence of an Event of Default, the City shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to the City. The Contractor also agrees to pay all reasonable expenses and attorneys' fees incurred by or imposed on the City or any of their respective officials, agents or employees in connection herewith in the event that the Contractor shall default under the provisions of this Agreement.

ARTICLE XII TERMINATION

Section 12.01. Termination for Cause. This Agreement may be terminated by the City for cause, pursuant to Section 12.02 of this Agreement, for (i) any Event of Default set forth in Section 11.01. (ii) the death or Disability of a majority shareholder of the Contractor or a substantial change in ownership of the Contractor pursuant to Section 12.06, or (iii) any of the following actions of the Contractor which shall constitute a breach of this Agreement, including, but not limited to: (A) verified incompetence, (B) gross inefficiency, (C) dishonesty, (D) drunkenness, (E) immoral conduct, (F) neglect of duty, (G) violations of the laws, ordinances, regulations and policies, or (H) any other acts of misfeasance, malfeasance or nonfeasance of the Contractor under this Agreement or conduct of the golf operations in such a manner as to bring significant discredit upon the City.

Section 12.02. Notice of Termination for Cause. In order to terminate this Agreement for cause, the City shall provide thirty (30) days written notice to the Contractor of such Termination. The notice of Termination shall detail the reasons therefore and unless the Contractor has cured such conduct or reason for Termination within thirty (30) days of receipt of such notice or taken reasonable steps that are reasonably acceptable to the City to cure such conduct or reason for Termination, this Agreement shall be deemed terminated and the City may enter upon the Premises and

the Golf Facilities, with or without process of law, and take possession thereof. All payments due to the Contractor subsequent to the Termination shall be made within thirty (30) days after the date of Termination.

Section 12.03. Purchase of Golf Shop Inventory. Upon Termination of this Agreement for cause by the City, the City shall purchase or cause to be purchased any existing Golf Shop Inventory at 75% of wholesale cost.

Section 12.04. Damages Upon the Termination of this Agreement for cause, the damages recoverable by the City from the Contractor shall be an amount equal to the cost and expenses paid or incurred by the City in connection with (i) obtaining possession of the Premises, (ii) removal and storage of the Contractor's or other occupant's property of (iii) any other damages suffered by the City as a result of an Event of Default or breach of this Agreement by the Contractor.

Section 12.05. Vacation of the Premises Upon the Termination or Expiration of this Agreement, the Contractor shall vacate the Premises and the Golf Facilities, leaving the Premises and Golf Facilities and all Capital Improvements thereto in good condition and working order and all Golf Shop Inventory and Golf Supplies that are purchased pursuant to Section 12.03.

Section 12.06. Capital Improvements The City and the Contractor acknowledge that a significant investment will be made to the Premises and the Golf Facilities and such value may extend beyond the Term. In the event Contractor expends personal funds on any Capital Improvement Project, Contractor shall be entitled to an expiration payment set forth in Section 12.07. The parties each agree that all Capital Improvements made to the Golf Facilities shall become and remain a part of the Premises and the Golf Facilities and be included in the definition thereof. Each party further acknowledges that disagreements may occur and litigation to resolve any such disagreement may be costly. At the Termination or Expiration of this Agreement, all Capital Improvements made to the Premises and Golf Facilities shall be the property of the City, free and clear of all liens and encumbrances. (via Cap. Imp Fund)

Section 12.07. Expiration Payment.

(a) Upon Expiration of this Agreement, the City shall pay to the Contractor or its permitted successors or assigns an Expiration Payment within sixty (60) days of the final Expiration of this Agreement. Said Expiration payment will be mutually agreed upon by the City and the Contractor.

(b) The Expiration Payment shall be in an amount which shall reflect the unamortized costs of any Capital Improvements made by Contractor. The Expiration Payment shall not include any Capital Improvements made by Contractor which were not reviewed and approved by the City at the time of installation/construction. If the parties cannot agree upon the value for the

Expiration Payment, an appraiser will be contracted with the parties splitting the cost of the valuation evenly.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 13.01. Assignment The Contractor shall not sublet or assign this Agreement nor any portion thereof, nor any property associated with this Agreement without the prior written approval of the City. Unapproved subletting or assignment shall be an Event of Default in accordance with Section 11.01 of this Agreement and shall be grounds for Termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on assignees and other successors as may be approved in writing by the City; provided, however, the Contractor shall be liable for acts and omissions by any subtenant or assignee affecting this Agreement. The City reserves the right to directly terminate any subtenant or assignee for any cause for which the Contractor may be terminated.

Section 13.02. Notices All notices, demands or other writings required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand-delivered (including delivery by courier) or sent by postage prepaid certified mail, return receipt requested, as follows:

If to the City, to:
City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

If to the Contractor, to:
Adam Wilson
d/b/a A. A. W. Golf Group, LLC.
13120 Angle Road
Ottumwa, IA 52501

The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided, may be changed by written notice given by such party above provided.

Section 13.03. Amendments This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

Section 13.04. Attorneys' Fees If any action at law or in equity shall be brought to recover any sum due under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

Section 13.05. Cooperation of the City The City hereby agrees to cooperate and assist the Contractor in obtaining all necessary governmental approvals and permits, and other reasonable requests made by the Contractor from time to time.

Section 13.06 Force Majeure In the event that the Contractor shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason or strikes, lockouts, causalities, acts of God, labor troubles, inability to procure materials or equipment, governmental laws or regulations or other causes beyond the Contractor's reasonable control, then the Contractor shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.07 Severability In the event any provision contained in this Agreement is determined invalid by a forum of appropriate jurisdiction, such provision shall be stricken and all other provisions which can be effected independently of the stricken provision shall remain in full force and effect if and only if, all other provisions can, without the invalid provisions, be given the effect intended by the parties thereto.

Section 13.08. Relationship of Parties Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of joint venture, between the parties hereto.

Section 13.09. Successors in Interest The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of the City and the Contractor and their respective successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

Section 13.10. Governing Law This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Iowa, without regard to principles of conflict of laws of such State.

Section 13.11. Headings The Article and Section headings used in this Agreement are inserted solely for convenient reference and shall not be deemed to affect this Agreement.

Section 13.12. Use of Pronouns All nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the context may require.

Section 13.13. Waiver. No failure or delay by either party in exercising any rights or remedies under this Agreement shall operate as a waiver of such rights or remedies, and no waiver of any breach shall constitute a waiver of any prior, concurrent or subsequent breach. The failure of the City or the Contractor to insist upon strict compliance with any of the conditions of this Agreement or the obligations of either the City or the Contractor, as the case may be, shall not constitute a waiver of such conditions or obligations.

Section 13.14. Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute the same instrument.

Section 13.15. Approvals and Consents All approvals and consents required from or on behalf of the parties to this Agreement shall not be unreasonably withheld.

Section 13.16. Entire Agreement This Agreement, including the exhibits attached hereto and the Proposal submitted by the Contractor as thereafter amended or supplemented, sets forth all the covenants, agreements, conditions, understandings and promises between the City and the Contractor concerning the Premises and the Golf Facilities, and there are no covenants, agreements, conditions, understandings or promises, either oral or written, between the parties other than herein set forth. In the event a conflict exists between the terms of this Agreement and those contained in the Proposal submitted by the Contractor, the terms of this Agreement shall control.

Section 13.17. Number of Days. Except as expressly stated to the contrary elsewhere herein, in computing the number of days, for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays, and legal holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or legal holiday.

Section 13.18. Dispute Resolution. The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with Iowa Code Chapter 679C, as amended. A request for

mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

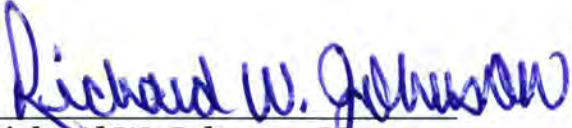
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Ottumwa, Iowa another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

For any dispute not resolved by mediation, the method of binding dispute resolution shall be litigation in the Iowa District Court for Wapello County.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives as of the date first written above.

CITY


Richard W. Johnson, Mayor

ATTEST:




Chris Reinhard, City Clerk

CONTRACTOR

By: 
d.b.a. A.A.W. Golf Group, LLC
13120 Angle Rd, Ottumwa, IA 52501
Address

EXHIBIT A
QUALITY STANDARDS

Customer Service

- (a) Tee times are scheduled easily
- (b) Bag stand located near Clubhouse to drop clubs
- (c) Prices for all green fees, golf cart fees, pull cart fees, and range balls are prominently displayed at all times in the pro-shop
- (d) Receipts are given for fees
- (e) Policies regarding tee-times, rain-checks, refunds, and dress code are prominently displayed at all times in the pro-shop
- (f) Rules and regulations are attractively displayed
- (g) Information on passes, leagues, lessons, etc., are readily available
- (h) Score cards, pencils, etc. are readily available
- (i) Hole signs with yardage, par, etc. are well placed
- (j) Ball washers are operational
- (k) Towels are available at ball washers
- (l) Benches are adequate in number and well placed
- (m) Trash containers are available on the course
- (n) Wildlife Management Areas are designated with appropriate signage
- (o) Cold water is available on the course
- (p) Pace of play is appropriately monitored
- (q) Dress code is enforced
- (r) Shoe cleaners are available at Clubhouse entrance

Staff

- (a) Professional staff is clearly identifiable
- (b) Staff consistently greets customers
- (c) Staff members present neat and clean appearance
- (d) Staff members are knowledgeable and communicate clearly
- (e) Ranger is friendly and courteous, if applicable.

Clubhouse

- (a) Clubhouse is clean and swept
- (b) Lighting fixtures are operational
- (c) Rest room floors are clean and swept
- (d) Sink and toilet fixtures are clean and without odor
- (e) Rest room supplies are available (e.g. soap, toilet tissue, towels)
- (f) Grounds are nicely landscaped

Contractor Shop

- (a) Shop is adequately stocked and merchandise is attractively displayed
- (b) Pricing is competitive with comparable municipal golf courses

EXHIBIT A (continued)

Snack Bar/concession Area

- (a) Concession area is clean
- (b) Menu board is clearly visible
- (c) Food and drink prices are clearly stated on menu board

Grounds

- (a) Entrance is clearly visible
- (b) Entrance is well landscaped
- (c) Parking lot is clean and well maintained
- (d) Parking lot has designated handicapped slots
- (e) Area surrounding Clubhouse is neatly groomed and landscaped
- (f) Area surrounding maintenance building is neatly groomed and landscaped
- (g) Maintenance building is neat and clean
- (h) First tee is nicely landscaped and attractive in appearance
- (i) Tee boxes are well maintained, with multiple markers where space allows
- (j) Grounds and bunkers are maintained in a professional manner
- (k) Greens are consistent in speed, appearance and playability
- (l) Fairways are distinguishable from rough

Golf Carts

- (a) Adequate quantity and quality of rental golf carts and pull carts are available for the course
- (b) Carts are clean and refueled/recharged
- (c) Carts are undamaged (seats, body dents, etc.)
- (d) Carts perform well at all speeds and in all directions

Driving Range (if applicable)

- (a) Hitting surfaces are well maintained
- (b) Balls are clean and uncut
- (c) Lighting is functional (where applicable)
- (d) Adequate rental clubs are available

Business Operations

- (a) Where required, employee PGA credentials are maintained in good standing
- (b) All business provisions of contract with the City (e.g. insurance, compliance with federal, state and local laws and regulations, non-discrimination, etc.) are consistently performed.

EXHIBIT B
CAPITAL IMPROVEMENTS

During the Term, the Contractor shall annually state in writing his/her plan to construct Golf Course Capital Improvements during the Term of the contract. A suggested list is identified in this exhibit.

Proposed Capital Improvements*	Approx. Value
New GRAND main entrance with double-doors built onto the north side of the Clubhouse	\$34,000
Replace the existing 33 year old HVAC in the Food & Beverage area	\$14,000
Concrete the driveway leading to the Maintenance building	\$15,000
Install new LED lighting in the Maintenance building and the cart shed building	\$6,000
Install new, insulated windows in the Golf Shop and the Food & Beverage areas	\$4,000
Modernize the Golf Shop by raising the ceiling height into a vaulted ceiling with wood beams	\$14,000
Due to volume, enlarge the Food & Beverage food preparation / kitchen area	\$45,000
Install A/C in the Men's Locker Room	\$500
Install Vent fans in the Men's locker Room	\$500
Install new, white vinyl fencing around the southeast parking lot	\$2,600
Concrete the southeast parking lot	\$60,000
Install an attractive small fence to hide the existing two fuel tanks	\$3,000
Purchase and install a new business telephone package system	\$5,000
Purchase three new SMART tv's to better enable tournament and visual event Results	\$2,000

****Projects per Proposal Submitted for Calendar Years 2024-2033***

CHANGE ORDER PROCESS:

Once a list of improvements is presented to and accepted by the City Administrator, there will be a change order process by which to amend the planned improvements. When inclement weather, significantly lower sales revenue or other good reason warrants a delay in making Capital Improvements identified for a specific year, the Contractor may submit a written change order request to the City Administrator to propose a revised schedule for implementation of Capital Improvements at the Golf Course.

EXHIBIT C
INSURANCE PROVISIONS

The Contractor shall furnish satisfactory proof to the City of the Contractor's purchase and continuing coverage of the following kinds and amounts of insurance for his respective course:

Commercial General Liability Insurance

The aggregate amount of General Liability Insurance Coverage to be carried by the Contractor during the Term shall be \$2 million which may be allocated as follows:

- (a) \$1 million primary coverage; and
- (b) \$1 million umbrella coverage

Product Liability Insurance

\$300,000/\$1,000,000

Liquor Liability Insurance

\$500,000

EXHIBIT D
Contractor's Proposal

ATTACHMENT A

CITY OF OTTUMWA, IOWA

**CEDAR CREEK GOLF COURSE
RFP COVER SHEET**

A.A.W. Golf Group, LLC

Name of Company

810 15th Ave E.

Street

Oskaloosa, IA

City

IA

State

52577

Zip

LLC

Type of Company: Corporation, LLC, etc.:

Adam Wilson

Contact Persons Name

Owner

Title

Adamwilson1977@gmail.com

Contact Info:

E-mail

(402)321-8595

Phone

I Adam Wilson, the undersigned do hereby confirm that the statements and provisions contained within this RFP response are true and accurate.

Adam Wilson

Signature of Authorized Representative

11/15/2023

Date

November 18, 2023

Dear Evaluation and Selection Committee:

My name is Adam Wilson and I have been a Golf Professional at Cedar Creek Golf Course for fifteen years and the Head Professional for ten years. During this time, among many other major responsibilities, I have been solely responsible for the creation, the organization and implementation of Golf Activities in all the following categories:

Men's Open League, Ladies Open morning league, Ladies Open evening league, a Men's Open Senior league, a Junior Golf Program with several experienced golf instructors and an additional Golf Professional all on Staff. We as a Staff have produced, organized, and hosted thirty large golf tournaments per year including: charitable fund raisers events, couples golf events and even including a multiple day statewide sponsored tournament as a fundraiser for the Iowa State ELKS organization and many additional, promotional golf related events and outings for several Ottumwa community specific events.

All these successful activities are dramatically not only improving the reputation of Cedar Creek Golf Course but also the perception of Ottumwa in general. I am extremely proud to represent Ottumwa and Cedar Creek G.C. and am looking forward to continuing and improving upon the legacy we created the past twenty years.

This facility is currently in the Top Ten Public Golf Courses In Iowa in Playability, Affordability and recently Overall Golf Course Condition. Due to these factors Cedar Creek Golf Course has become one of the busiest public facilities in all of Iowa. **And my intention is to continue and enlarge these aspects as we continue our nineteenth consecutive year of winning the award of:**

" BEST Southern Iowa Golf Course."

As all of you know and are aware that the Candidate you choose to lease Cedar Creek GC is not and will not be Intended to become an employee of the City of Ottumwa. My golf facility experience and education has elevated me into a position of a Golf Course Management company.

Consequently, I am requesting the following suggestions:

- As a **private** golf business lessee candidate, My company does not feel it is necessary to reveal said financial information. If I were awarded the Lease as an employee of the City, I then can understand the necessity of your desire to know my finances. BUT as a **private** business entity leasing City property to operate a public golf facility, that information legally needs to remain private. (Example: What **private** entity handles the tree removal for the City, what **private** entity assists the City with electrical projects when needed, which **private** entity in the past has handled all the City computer issues, etc. To my knowledge, none of these examples of private businesses were/are required to divulge private

financials to the City). This same standard should be observed with the golf course. I am simply seeking a non-discriminatory decision in this area.

- I am more than happy to forward the monies collected for the Surcharge to the City, provided that when the City commences seeking to annually perform a Capital Improvement that the City must use one of the Cap Imp line items on my company's RFP.
- My company is seeking an official Exit Interview with the City upon the conclusion of the Lease, whether the Lease is for the original Ten-Year span or the additional Five-Year option. At that time, I am willing to provide the City with my company's most recent Two-Year Profit and Loss Statements. This voluntary commitment will provide the City with proper, extensive financial information to assist in the hiring of the next lessee.

Effective January 1, 2024, I will have available to me a fleet of 60 golf carts, a full fleet of mowing and maintenance equipment and the proper equipment to fully operate a Food & Beverage facility. I am prepared to step in and have the entire Cedar Creek facility function efficiently and properly. However, because I am forming my new company, I do not have pre-existing financial data for you.

Thank You each individually!

Sincerely,



Adam A. Wilson

P.S.

To the Evaluation and Selection Committee Members:

It is because of your wisdom and your integrity that Mr. Phil Rath has chosen you, has selected you, to sit on this Committee to simply help him discover which Golf Course Company is best suited to manage and continue leading and advancing Cedar Creek Golf Course. My mission here, if chosen as that Candidate, is to simply continue to give the golf course customer base a higher quality facility with professional services and playing conditions, all the while still giving all citizens of Ottumwa the right and privilege to be PROUD of the entire Cedar Creek GC facility.

OTTUMWA COURIER

Best of Southern Iowa 2023



#1 Golf Course
Cedar Creek Golf Course

**Kyle Ocker,
Publisher**

OTTUMWA COURIER

Southeast Iowa's Best Newspaper
ottumwa.com

Cedar Creek Golf Course

-Overall Business Plan-

1. All Sales and Revenues are controlled by my Point-of-Sale System (POS).
2. ForeUP has been my current POS system for the past sixteen years. They are well known here in the U.S., as well as internationally and they are a highly effective and efficient POS company.
3. Physical inventories are taken for both the Golf Shop and the Food & Beverage areas.
4. Variance Reports are generated, and any problems corrected.
5. Daily cash controls are reported along with that variance report daily.
6. Monies are secured daily in our safe and banked daily.
7. POS Summary reports are reconciled with accounting software. Bank and credit card reports are reconciled daily.
8. My company will establish credit accounts with many of the large golf vendors.
9. All invoices will be entered weekly and paid within the terms of the vendors.

-Business Plan for the Golf Shop-

Merchandise/ Customer Service:

1. Items in predictable and frequent demand will be stocked in the Shop and will be competitively priced. Items that demonstrated a high rate of turnover and which are always in high demand will be regularly available, including tees, golf balls, and pieces with the golf course logo on them.
2. We understand that good customer service begins with hiring employees that are both friendly and hard working. Too often the greatest emphasis is solely placed upon hiring hard workers. The reality of our success at Cedar Creek is and will continue to be that customers expect staff

members to not only demonstrate a willingness to diligently perform their duties but also will interact with customers in a friendly and respectful manner.

3. The golf club inventory will be minimal due to the low prices offered by outside discount stores and the on-line options.

-Marketing Plan-

1. Our marketing plan includes information on how we intend to increase Rounds played and sales of ancillary goods and services. Understanding where marketing dollars should be spent can be very difficult to gauge. As we carry out our plan, we will ensure that we are marketing to the widest audience possible to include men, women, seniors, juniors, singles, couples, and families. Lastly, my Staff at Cedar Creek GC, will have personal goal to make certain all customers are treated fairly and in a professional manner.
2. We will flood the market in the Spring or early year to create the mindset that Cedar Creek is the place to be.
3. We will remain OPEN for most of the year. The only time we close will be cold, wet, or snowy conditions. However, we do intend to exhibit shorter working hours in the months of December, January, and February.
4. Print Media- we will employ the use of print media for many sales, tournament ads, etc., to reach our customer bases.
5. Local radio channels will also be used to target regional and statewide golfers.
6. Internet Marketing-Through the use of the internet we can market a targeted area directly determined by the exact product or services desired. We have the ability to fill slower t-times as needed in addition to the ability to broadcast instant specials and coupons.
7. And of course, we will stay abreast of our website and adapt to all sources of Social Media to enhance Rounds and Revenues, etc.

8. We will partner with the Iowa Golf Association, the States largest amateur body and the Iowa PGA in helping us to spread our local's pride throughout the entire State.

-Staffing and Qualifications-

In addition to myself, I am hiring a PGA Class "A" Golf Professional. This Professional has won the Iowa PGA Section Senior Championship a total of three times. He is a Certified Club fitter for Ping, Callaway, Titleist, TaylorMade, Mizuno and Tour Edge. Most recently he was nominated for the Iowa PGA Section 2023 PGA Teacher of the Year Award. He has consistently updated his PGA credentials via the National PGA Office in Plam Beach Gardens, Florida. He possesses many years' experience Promoting and Marketing Golf Course Rounds, He has vast experience in Golf Course Maintenance Programs and in Improving Golf Course Conditions. He has many years of experience in managing and leasing complete Golf Course Facilities and has extensive Budget experience for all areas of a Golf Facility.

I am hiring a full-time Administrative Assistant who has experience in the following areas:

- Offering High Quality Customer Service.
- Internet and Social Media Expertise.
- Golf Tournament Administration and Implementation.
- Inventory Management and Staff Scheduling.
- Several years' experience employed in the Golf Shop.
- Elevated level of communication skills
- Total commitment to our "customer."

I am hiring a Food and Beverage Manager who has vast experience in the following areas:

- Budgeting and Purchasing in the Food & Beverage Department.
- Creating an innovative F&B Menu suited very well for Public Golf Course facilities.
- F&B Training and Customer Service skills.
- F&B Inventory Management
- Implementation of Cost of Goods versus Retail Pricing methods.
- Elevated level of Communication skills
- Total commitment to our "customer".

I am hiring a full-time Golf Course Superintendent who has many years' experience in the following areas:

- Diagnosis and eradication of golf course grass diseases.
- Member of the Iowa Golf Course Superintendent's Association (IGCSAA).
- Implementation of proper mowing heights for every area of turf on a Golf Course.
- Elevated level of communication skills
- Possesses an IGSA Chemical Spray License.
- Total commitment to our "customer".

In addition to these Key Employees, I am adding the following staff members:

- Maintenance Crew Assistant Superintendent (1)
- Snack bar Assistants (4)
- Driving Range Attendants (6)
- Maintenance Crew laborers (6)
- Golf Shop (4)
- Golf Cart Mechanic (1)
- Maintenance Crew mechanic (1)

-Golf Course Plan of Operation-

Greens:

- Once the greens begin to grow in the Spring of 2024, the height of cut will be maintained on a regular basis at or near .125 height. This is ideal height of cut for our greens due to the fairly undulating terrain of our greens. If greens are extremely undulating, then the height of cut should be slightly higher for a more playable green speed for the average golfer. During major Cedar Creek Golf Course tournaments such as the Greater Ottumwa City Championships we historically adjust the height of cut so the green speed is 11.5 on a Stimpmeter.
- Aerification of Greens will be performed as needed, preferably only once per year and ONLY when the turf is most healthy allowing for immediate healing.
- Topdressing will begin as soon as the greens are actively growing in the Spring and will continue on a monthly schedule throughout the entire golf season. This process ensures a smooth putting surface and eliminates thatch from developing to an unacceptable level.
- Verticutting will normally begin in conjunction with the Topdressing program. This also dramatically enhances the overall condition of a putting green.
- Greens will be fertilized on the nitrogen levels to encourage turf vigor without creating growth that could adversely affect the putting surface. Periodic soil samples will be taken to assure proper nutrient levels.

Tees:

- An aerification schedule program like greens aerification will be designed for all tee boxes, including the Driving Range tee box. Since this tee box receives the most usage on a daily basis, we will always closely monitor the Range tee box condition.
- Divots in the tee box area will be filled on a daily basis to encourage regrowth of damaged areas.
- Fertilizers will be applied at levels which will encourage healthy and vigorous turfgrass growth.

Fairways:

- Fairways will be mowed a minimum of three (3) times per week, starting in front of the first tee time of that day...on EACH nine.
- Fairways will be aerified like the greens and tees aerification plan.
- Fairway divots be replaced and or filled on a regular basis like the Driving Range plan.

Roughs:

- Weeds will be sprayed and pre-emergent will be applied to combat crabgrasses. Roughs will be mowed continuously throughout the week, avoiding weekends due to the current volume of our play.

Course Set-Up:

- Cups and tee markers will be checked and moved daily or as play demands.
- To Eliminate poor pin positions and sets and unfair tee placements, cups and tee markers will be set by a qualified individual who knows the game of golf. This individual will also be responsible for any directional ropes for wet areas and/or cart directional signage.
- Sand bunker maintenance will be dictated by the best type of sand readily available here in the Midwest. Ideally, sand should not require constant or excessive manipulation. The best playing conditions in sand bunkers are like normal turf condition...Firm is ideal - golfers do not prefer a fluffy fried egg scenario. Sand bunkers are raked throughout the week in order to repair those footprints that the golfers may have missed.

Driving Range:

- A driving range with practice areas for chipping, fairway bunker practice and putting is critical. These areas represent viable profit centers and are important to any golf instruction program. Golfers use the driving range to warm up prior to playing or simply to practice on a day off. The Range here at Cedar Creek Golf Course is an unbelievably valuable commodity. We have many, many players who come from as far away as Centerville, Bloomfield, Oskaloosa, Sigourney, Fairfield and northern Missouri who will drive to Ottumwa simply because we have established quite possibly the best overall practice area and Driving Range in southern Iowa.

References:

Many of my current clients and customers are regular players here at Cedar Creek GC. THEY have voluntarily admitted to me that they have emailed each of the City Council members, voicing a very strong opinion on my behalf. I have even had out-of-county players decide to email the same Council members on my behalf.

These positive comments from others are unsolicited by me. They are simply voicing their opinion on who they desire and how they desire Cedar Creek GC to be operated.

-City of Ottumwa Compensation Plan-

Calendar Years:

Amount per Year:

2024-2033

\$16,000.00

Surcharge per Year:

Amount per Year:

2024-2033

\$24,000 (approx.)

Knowing the ages of the irrigation system, the Clubhouse, the Maintenance Shop and the entire facility, I am recommending the following suggestion:

Go ahead and receive this Compensation per year BUT consider setting back 50% of the Capital Improvement income each year.

The reason for this is...you may have future expensive Cap Imp needs in the near to distant future. And after the initial Lease ends, the City will still have approximately \$120,000.00 available for CCGC Capital Improvements in the above areas.

ATTACHMENT B
NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement in Ottumwa, Iowa; and
2. That no individual employed by the Bidder was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the making of this proposal were in the regular course of their duties for the Bidder; and
3. That no part of the compensation to be received by the Bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the making of this proposal were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Bidder or of any other Bidder, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and

A.A.W. Golf Group, LLC

Bidder

Adam Wilson

Signature

By Adam Wilson

Name (Print/Type)

owner

Title

810 15th Ave E

Street Address

Oskaloosa, IA 52577

City, State, Zip Code

ATTACHMENT C

CERTIFICATION OF BIDDER'S INSURANCE AGENT
REGARDING BIDDER'S ABILITY TO OBTAIN REQUIRED
INSURANCE COVERAGE

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment A, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful bidder of the RFP to which my client has responded:

Legal Name of Bidder:

Adam Wilson d.b.a. A.A.W. Golf Group, LLC

Name/Address/Phone/FAX # of Insurance Agency:

NOEL Insurance

219 W 4th St.

Ottumwa, IA 52501

Phone (641) 682-7533 FAX (641) 682-8804

Name of Agent/Broker (Print):

Willene White

Signature of Agent/Broker:

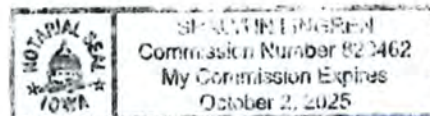
Willene White

Date of Signature:

11/16/2023

Signature and stamp of Notary Public:

Shalynn Linger



Proposed Capital Improvements**Approx. Value:**

1	New GRAND main entrance with double doors built onto the north side of the Clubhouse	\$ 34,000.00
2	Replace the existing 33 year old HVAC in the Food & Beverage area	\$ 14,000.00
3	Concrete the driveway leading to the Maintenance building.	\$ 15,000.00
4	Install new LED lighting in the Maintenance building and the cart shed building	\$ 6,000.00
5	Install new, insulated windows in the Golf Shop and the Food & Beverage areas.	\$ 4,000.00
6	Modernize the Golf Shop by raising the ceiling height into a vaulted ceiling with wood beams	\$ 14,000.00
7	Due to volume, enlarge the Food & Beverage food preparation/kitchen area.	\$ 45,000.00
8	Install A/C in the Men's Locker Room	\$ 500.00
9	Install Vent fans in the Men's locker Room	\$ 500.00
10	Install new, white vinyl fencing around the southeast parking lot.	\$ 2,600.00
11	Concrete the southeast parking lot	\$ 60,000.00
12	Install an attractive small fence to hide the existing two fuel tanks	\$ 3,000.00
13	Purchase and install a new business telephone package system	\$ 5,000.00
14	Purchase three new SMART tv's to better enable tournament and visual event Results	\$ 2,000.00

EXHIBIT E
Leased Premises



received
1.25.24 9:30AM

Item No. F.-2.

received

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #22-2024. Approving 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 #22-2024

DISCUSSION: The Ottumwa Parks Foundation has received a grant from the Ottumwa Regional Legacy Foundation for \$30,000 for new playground equipment for Ottumwa Park. Bids on this project will be received and opened on March 6, 2024 at 2 pm. The playground equipment will be installed by parks employees and volunteers during the Summer of 2024.

Source of Funds: Bright Ideas Grant/Parks Foundation Budgeted Item: Budget Amendment Needed: No

RESOLUTION # 22-2024

A RESOLUTION 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.

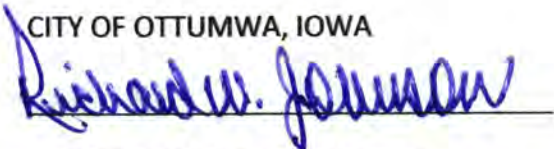
WHEREAS, The new playground equipment will replace old, outdated playground equipment in Ottumwa Park.

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 6th day of February, 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, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

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: _____

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

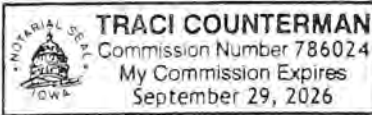
I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Park Playground Project
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 1-27-24
Subscribed and sworn to before me, and in my presence, by the said 27 day of January, 2024



Notary Public

In and for Wapello County

Printer's fee \$ 20.34

CO

Notice of Public Hearing Notice is hereby given that the City Council of the City of Ottumwa will hold a public hearing on February 6, 2024 at 5:30 pm at the Bridgeview Center in the City of Ottumwa, Iowa on plans, specifications, form of contract, and estimated costs for the Ottumwa Park Playground Equipment Project. All written public comments may be submitted to the City Clerk's Office, 210 West Main Street by 4:30 pm on February 6, 2024. All persons interested in said plans, specifications, form of contract, and estimated cost for the Ottumwa Park Playground Equipment project are invited to present at the above time, place and date to present their arguments for or against. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa, which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the City Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA by: Richard W. Johnson, Mayor. ATTEST: Christine Renhard, CMC, City Clerk.

SMEN

received
2-1-24 9AM

Item No. F.-3.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 6, 2024

Phillip Burgmeier

Prepared By

Phillip Burgmeier
Department Head

Engineering
Department

Pf. Roll
City Administrator Approval

AGENDA TITLE: Resolution #39-2024. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Sanitary Sewer Spot Repair Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #39-2024.

DISCUSSION: This project is to repair open joints and failed pipe in the sanitary sewer systems located at various locations within the City of Ottumwa. This work shall consist of all equipment, labor, and material necessary to perform trenchless repairs at these locations.

Bids will be received and opened by the City of Ottumwa on February 21, 2024 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on March 5, 2024, or at a later date as determined by staff.

Funding: Sewer Fund

Estimated Cost: \$40,000.00

RESOLUTION #39-2024

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE SANITARY SEWER SPOT REPAIR PROJECT

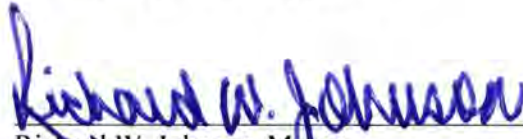
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 6th day of February, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:

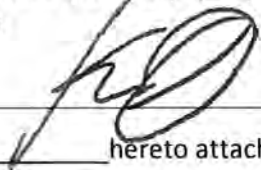

Christina Reinhard, City Clerk



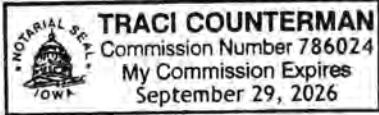
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Sewer Spot Repair
City of Ottumwa  hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 1-30-24
Subscribed and sworn to before me, and in my presence, by the said 30 day of January, 2024





Notary Public

In and for Wapello County

Printer's fee \$ 29.77

SECTION 00010 NOTICE OF PUBLIC HEARING

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Sanitary Sewer Spot Repair Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on February 6, 2024, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project.

The work to be done is as follows: Furnish all labor, materials and equipment to construct the following:

This project is to repair open joints and failed pipe in the sanitary sewer systems located at various locations within the City of Ottumwa. This work shall consist of all equipment, labor, and material necessary to perform trenchless repairs at these locations.

All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein.

CITY OF OTTUMWA, IOWA
By: Richard W. Johnson
Mayor

ATTEST:
Christina Reinhard, City Clerk
Published:

ADVERTISEMENT

Item No. F.-4.
received
2-1-24 1045

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Finance
Department

Jessica Kinser
Prepared By
Jessica Kinser
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 43-2024 INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION AND APPROVING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, OF THE CITY OF OTTUMWA, IOWA

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution No. 43-2024 as presented.

DISCUSSION:

This resolution is to reallocate 2022 bond proceeds to "provide funds to pay costs of the acquisition, construction, improvement and equipping of city owned buildings and facilities". The City borrowed the \$250,000 to be used to match grants, and has not utilized it in the 18 months the funds have been on hand. An emergent need of air conditioning in the Depot has emerged, and this public hearing is to repurpose the \$250,000 for the need for air conditioning.

This action will result in a transfer of fund from fund 151 to fund 174. The budget will be amended as part of the FY24 amended budget.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

- Public hearing on the proposed reallocation of Unspent Proceeds.
- Resolution instituting proceedings to take additional action.

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

February 6, 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:

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

Absent: None

Vacant: N/A

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposed reallocation of not to exceed \$250,000 of unspent proceeds of the General Obligation Capital Loan Notes, Series 2022A, in order to provide funds to pay costs of the acquisition, construction, improvement and equipping of city owned buildings and facilities (the "Project"), and that notice of the proposed action by the Council to institute proceedings for the proposed reallocation had been published pursuant to the provisions of Sections 364.6 and 384.25 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed reallocation. The Clerk advised the Mayor and the Council that zero written objections had been filed. The Mayor then called for oral objections to the proposed reallocation and none were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections
received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Council Member Galloway introduced the following Resolution entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION AND APPROVING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, OF THE CITY OF OTTUMWA, IOWA", and moved that the same be adopted. Council Member Bossou seconded the motion to adopt. The roll was called and the vote was,

AYES: Galloway, Hoffman, McAntire, Caviness, Bossou

NAYS: None

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

RESOLUTION NO. 43-2024

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION AND APPROVING THE
REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF
THE GENERAL OBLIGATION CAPITAL LOAN NOTES,
SERIES 2022A, OF THE CITY OF OTTUMWA, IOWA

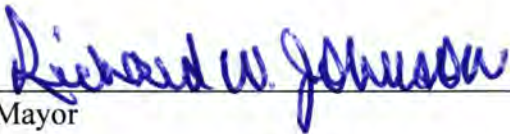
WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the reallocation of certain unspent proceeds in the amount of not to exceed \$250,000 of General Obligation Capital Loan Notes, Series 2022A (the "Unspent Proceeds"), of the City of Ottumwa, Iowa, to provide funds to pay costs of the Project, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the reallocation of the Unspent Proceeds to pay costs of the acquisition, construction, improvement and equipping of city owned buildings and facilities, and such action is in all respects authorized and approved.

Section 2. The City Clerk is authorized and directed to take such action as may be necessary to effect and implement the foregoing reallocation of the Unspent Proceeds as described herein, and to cause the records and accounts of the City to reflect the same.

PASSED AND APPROVED this 6th day of February, 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 6 day of February, 2024.

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



PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Notice of Meeting
City of Ottumwa


hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 1-23-24
Subscribed and sworn to before me, and in my presence, by the said 23 day of January, 2024



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 22.83

COP

MENT

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 6th 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

received
1:31 24 3:30pm

received

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Finance
Department

Jessica Kinser
Prepared By
Jessica Kinser
Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3223-2024 - Amending the Municipal Code of the City of Ottumwa, Iowa by Amending Section 31-14(a) entitled "Fees and Charges, Costs."

 Public hearing required if this box is checked. The Printed Publication for each Public Hearing must be filed with the City Clerk's Office at the Ottumwa City Administration Center on the date of the hearing.

RECOMMENDATION: Pass the first Consideration of Ordinance No. 3223-2024.

DISCUSSION: Staff is working with Piper Sandler on financial modeling for the Phase 8 work. Part of this discussion has been Fund 613 Sewer Improvement Fund. This fund has very specific language establishing it and stating that it can only be used for future treatment plant projects in Code of Ordinance section 31-14, which establishes sewer rates. This current language would prevent the use of funds in current and upcoming sewer projects. Therefore additional language is recommended to allow monies in the Sewer Improvement Fund to be utilized to benefit the entire sewer system and not just the treatment plant. A public hearing is required since this is amending the section of the code related to utility rates.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

Ordinance No. 3223-2024

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA BY AMENDING SECTION 31-14(a) ENTITLED "FEES AND CHARGES, COSTS"

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

SECTION ONE: The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing and replacing sec. 31-14(a) as follows:

Section 31-14. Fees and charges, costs.

(a)(1) The user charge system shall generate adequate annual revenues to pay costs of annual operating and maintenance including replacement and costs associated with debt retirement of bonded capital associated with financing the treatment works which the City may by Ordinance designate to be paid by the user charge system. That portion of the total user charge which is designated for operations and maintenance including replacement of the treatment works shall be established by this section.

(2) That portion of the total user charge collected which is designated for operation and maintenance including replacement purposes as established in subsection (b), shall be deposited in a separate non-lapsing fund known as the operation, maintenance, and replacement fund and will be kept in two primary accounts as follows:

a. An account designated for the specific purpose of defraying operation and maintenance costs (excluding replacement) of the treatment works (operation and maintenance account).

b. An account designated for improvements, capital equipment, construction, renovation, rehabilitation, remodeling or replacement of any wastewater treatment, collection, separation or distribution improvement (replacement account). Deposits in the replacement account shall be made at least annually from the operation, maintenance and replacement revenue in the amount of at least \$500,000.00 annually.

(3) Fiscal year-end balances in the operation and maintenance account and the replacement account shall be carried over to the same accounts in the subsequent fiscal year, and shall be used for no other purposes than those designated for these accounts. Monies which have been transferred from other sources to meet temporary shortages in the operation, maintenance and replacement fund shall be returned to their respective accounts upon appropriate adjustment of the user charge rates for operation, maintenance and replacement. The user charge rate(s) shall be adjusted such that the transferred monies will be returned to their respective accounts within the fiscal year in which the monies were borrowed.

...

SECTION TWO. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION THREE. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION FOUR. Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law.

SECTION FIVE. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

Passed on its first consideration on the 6 day of February, 2024.

Passed on its second consideration on the day of , 2024.

Passed on its third consideration on the day of , 2024.

Approved this day of , 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

 No action taken by Mayor
 Vetoed this day of , 2024.

Richard W. Johnson, Mayor

 Repassed and adopted over the veto this day of , 2024.
 Veto affirmed this day of , 2024 by failure of vote taken to repass.
 Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Christina Reinhard, CMC, City Clerk

Notice of Public Hearing

Notice is hereby given that the City Council of the City of Ottumwa will hold a public hearing on February 6, 2024 at 5:30PM at the Bridge View Center, 102 Church Street, in the City of Ottumwa, Iowa on its intent to amend Chapter 31, Section 14 of the Municipal Code of the City of Ottumwa, IA relative to fees and charges. All written public comments may be submitted to the City Clerk's Office, City Hall by 4:30PM on February 6, 2024. All persons interested in the amendment of said code invited to be present at the above time, place and date to present their arguments for or against.

FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

received
1-30-24 8:30pm

Item No. G.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3222-2024: An Ordinance Amending City of Ottumwa, Iowa Code of Ordinances Chapter 12 - Elections and Adopting the Nomination by Petition Manner of Election for the City of Ottumwa Pursuant to Iowa Code Chapter 45

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the first reading of Ordinance No. 3222-2024

DISCUSSION: Historically the City of Ottumwa has included the use of primaries in the nomination process when the total number of eligible candidates was greater than two times the number of eligible seats. Chapters 44 and 45 of the Iowa Code provide options for the nomination process which does not include primary nor runoff elections should a City choose to adopt either. Following a work session of the city council held on January 16, 2024, the city attorney drafted the attached ordinance to adopt Iowa Code Chapter 45 in regard to the nomination process for candidates for City Office. This ordinance repeals and replaces Sections 12-1 through 12-18.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No

ORDINANCE NO. 3222-2024

**AN ORDINANCE AMENDING CITY OF OTTUMWA, IOWA
CODE OF ORDINANCES CHAPTER 12 – ELECTIONS AND
ADOPTING THE NOMINATION BY PETITION MANNER OF
ELECTION FOR THE CITY OF OTTUMWA PURSUANT TO
IOWA CODE CHAPTER 45**

WHEREAS, Iowa Code chapter 376 provides for the procedures and requirements for conducting city elections; and

WHEREAS, Iowa Code section 376.6(1) requires that a primary election be held for city offices where the number of individuals for whom valid petitions have been filed is more than twice the number of positions to be filled, unless a city chooses by ordinance to hold runoff elections, pursuant to Iowa Code section 376.9, in lieu of primary elections, or a city chooses by ordinance to have candidate nominations made in the manner provided in either Iowa Code chapter 44 or Iowa Code chapter 45; and

WHEREAS, pursuant to Iowa Code section 376.6(1), where a city chooses by ordinance to have candidate nominations made in the manner provided in either Iowa Code chapter 44 or Iowa Code chapter 45, neither a primary election nor a runoff election is required; and

WHEREAS, pursuant to Iowa Code section 376.8(3), where a city has chosen to have nominations made in the manner provided in either Iowa Code chapter 44 or Iowa Code chapter 45, the candidates who receive the greatest number of votes for each office on the ballot will be elected, to the extent necessary to fill the positions open; and

WHEREAS, Iowa Code chapter 45, in part, provides for nominations for candidates for elective offices in cities by petition signed by an applicable number of eligible electors who are residents of the city; and

WHEREAS, the City of Ottumwa, Iowa (“City”) desires that candidate nominations for elective city offices be made in the manner provided in Iowa Code chapter 45 and that the City not be required to hold either primary elections or runoff elections, in accordance with Iowa Code chapter 376.

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

SECTION ONE. Chapter 12 is hereby amended by repealing and replacing Sections 12-1–12-18 – Reserved, as follows:

Sec. 12-1. Nominations for Candidates for City Office.

Nominations for candidates for elective city office shall be made in the manner provided in Iowa Code chapter 45 as such chapter now exists or may be amended in the future.

Sec. 12-2. No Primary or Runoff Elections.

Having adopted the manner of nominations for candidates for elective city offices provided in Iowa Code chapter 45, the City shall not be required to hold either primary elections or runoff elections in preparation for or as a result of its regular city elections. The candidates receiving the greatest number of votes for each office on the ballot in the regular city election shall be elected, to the extent necessary to fill the positions open.

[State Law Reference: Iowa Code §§ 376.6(1)(b), 376.8(3)]

Sec. 12-3–12-18. Reserved.

SECTION TWO. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION THREE. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION FOUR. Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION FIVE. When this Ordinance is in effect, it shall automatically supplement, amend, and become a part of the City of Ottumwa, Iowa Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the _____ day of _____, 2024.

PASSED on its second consideration the _____ day of _____, 2024.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2024.

APPROVED this _____ day of _____, 2024.

CITY OF OTTUMWA, IOWA

FIRST READING: MOTION FAILS 2-3

AYES: McAntire, Caviness
NAYS: Galloway, Hoffman, Bossou

By: _____
Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2024.

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2024.

_____ Veto affirmed this _____ day of _____, 2024 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard, City Clerk

received
2.1.24 1049

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 6, 2024

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 23-2024. A Resolution approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, subject to review the local assessor.

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

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

RECOMMENDATION: Pass and Adopt Resolution No. 23-2024

DISCUSSION: This resolution approves 4 residential and 3 commercial tax abatement applications subject to review by the local assessor. There is 1 new home, 1 new garage and 3 new commercial buildings that applied for tax abatement assistance. The other applicants made improvements to their existing properties. The total value of all improvements is estimated at \$1,437,306.14.

Tax abatement is available city wide for both residential and commercial properties.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 23-2024

A RESOLUTION APPROVING APPLICATIONS FOR RESIDENTIAL AND COMMERCIAL TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN, SUBJECT TO REVIEW BY THE LOCAL ASSESSOR.

WHEREAS, the City of Ottumwa, Iowa, adopted the City of Ottumwa 1992 Urban Revitalization Plan on June 4, 1991; and

WHEREAS, in December, 2002, the City of Ottumwa, Iowa, adopted a Commercial Tax Abatement Plan for properties in the Rochester North Urban Revitalization Area; and

WHEREAS, on January 4, 2005, the City of Ottumwa, Iowa, adopted a Commercial Tax Abatement Plan for properties in the Downtown North Urban Revitalization Plan; and

WHEREAS, on April 4, 2017, the City of Ottumwa, adopted Amendment No. 2 to the 1992 Urban Revitalization Plan expanding commercial and industrial tax abatement throughout the city effective May 1, 2017; and

WHEREAS, all plans provide for property tax abatement for the actual value added by improvements to real estate according to different schedules for abatement; and

WHEREAS, the persons listed on Exhibit A have completed improvements in conformance with the adopted tax abatement plan for the city wide residential, the Rochester North or the Downtown Urban Revitalization Plan; and

WHEREAS, the individuals listed on Exhibit A have completed an application for tax abatement and have selected a schedule for said abatement; and

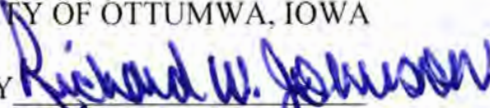
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:

That the applications for tax abatement which are listed on Exhibit A are hereby approved by the City Council of the City of Ottumwa, Iowa, subject to review by the local assessor.

Approved, passed and adopted this 6th of February 2024.

CITY OF OTTUMWA, IOWA

BY


Richard W. Johnson, Mayor

ATTEST:



Chris Reinhard, City Clerk

Exhibit A Tax Abatement 2023

Application	Project	Property owners	Address	Cost of Improvements	Miscellaneous
2023-1	General Improvements - 3 year abatement	James Barlett	309 E Fifth St	\$26,597.50	Heating and Landscaping
2023-2	General Improvements - 3 year abatement	Shauna Heisdorffer	238 S Adella St	\$5,500	Windows, Egress, Porch
2023-3	Commercial - 5 year Sliding Scale	F&B Properties	223 N Madison	\$500,000	Commercial Remodel and update
2023-4	New Construction - 3 year abatement	Christner Properties LLC	1015 E Court	\$315,000	New Home
2023-5	Commercial - 5 year Sliding Scale	Steven Lee	1200 W Second	\$65,121	New Commercial Building
2023-6	New Construction - 3 year abatement	Randy Houk and Shellie Borrer	322 S Willard	\$29,000	New Garage
2023-7	Commercial - 5 year Sliding Scale	Elliot Wholesale & Oil Co	1049 W Second	\$411,087.64	New Commercial Building
2023-8	Commercial - 5 year Sliding Scale	Timothy A Guitar	2945 Oak Meadow Dr	\$75,000.00	New Commercial Building
2023-9	General Improvements - 3 year abatement	Lori Creech	1203 North Fellows	\$10,000	Three Seasons room addition
			Total:	\$1,437,306	

General
Improvements - 3
New Home - 1
New Garage - 1

Commercial
New Commercial - 3
Improvements - 1

Application No. _____
Date Returned: _____
Received by: (initial) _____

CITY OF OTTUMWA, IOWA
APPLICATION FOR TAX ABATEMENT
UNDER THE URBAN REVITALIZATION PLAN

Approval of Improvements Completed
 Prior Approval for Intended Improvements*

Address of Property: 309 East 5th Street

Legal Description of Property: OTTUMWA Original Lot 4 BLK 1/2-1
309 E. 5th Street Wapello

Title Holder or Contract Buyer: Owner James Barrett

Address of Owner (if different than above): _____

Phone number (day): 402-740-7432

Existing Property Use: Residential Multi-residential Commercial
 Industrial Undeveloped

Proposed Property Use: Residential Multi-residential Commercial
 Industrial

Proposed Occupancy: Owner-occupied Rental

Nature of Improvements: New construction Addition General Improvements

Describe specifically: SEE ATTACHED SHEET

Estimated or actual date of completion: 8-1-23, 5/1/23 - 6/23/23

Estimated or actual cost of improvements: \$ 26,597.50

Building Permit No.: N/A

Tax Exemption Schedule Selected - only one selection allowed: (see reverse side for full exemption schedules)

- Residential: Standard (3-year 100%) Residential: 3+ Dwelling Unit (10-year sliding scale)
 Residential: Historical Building (5-year 100%) Commercial or Industrial (5-year sliding scale)
 Multi-Residential (Completed prior to Jan. 1, 2022)

If applicable, the name(s) of the tenants (if different than the owner) that occupied the building on April 21, 1992: Robert and Barbara Blau

SIGNED: James Barrett DATE: 1-23-2023

Return completed form to the Planning and Development Department, City Hall, Room 204, after improvements are completed.

* Prior approval will require City Council action before permits or construction will be allowed to begin. Contact Economic Development staff prior to making this selection.

FOR CITY COUNCIL USE:

Approved by Ottumwa City Council on
____/____/20____

ASSESSOR: Present Assessed Value \$ _____
Assessed Value with Improvements \$ _____
Eligible or Not Eligible for Tax Abatement: _____

Signature _____ Date _____

HINDMAD/Parsons Heating & AIR Completed 8/1/23

1. Fujitsu Mini Split

A. AOU36RLXFZH - quantity (1)

B. AGU12RLF - quantity (3)

Total \$10,029.50

2. Ely's Landscaping and Mowing Completed 5/29/23

A. Landscaping Fabric (back of house)

B. Landscaping blocks

C. River Rocks

A. Landscaping Fabric (front of house)

B. Landscaping blocks

C. River Rocks

Total \$7,000.00

3. Ely's Landscaping and Mowing Completed 6/23/23

A. Removed hedges and trimmed.

B. Reshaped hedges and cleaned ground.

Total \$750.00

Application No. _____
Date Returned: _____
Received by: (initial) _____

**CITY OF OTTUMWA, IOWA
APPLICATION FOR TAX ABATEMENT
UNDER THE URBAN REVITALIZATION PLAN**

____ Approval of Improvements Completed
____ Prior Approval for Intended Improvements*

Address of Property: 238 S. Adella St, Ottumwa, IA 52501

Legal Description of Property: Williams 4th Additional Lot 21

Title Holder or Contract Buyer: Shauna Heisdorfer

Address of Owner (if different than above): _____

Phone number (day): 1041-799-5045

Existing Property Use: Residential Multi-residential Commercial
 Industrial Undeveloped

Proposed Property Use: Residential Multi-residential Commercial
 Industrial

Proposed Occupancy: Owner-occupied Rental

Nature of Improvements: New construction Addition General Improvements

Describe specifically: _____

New replacement basement windows, New Egress, replaced side porch steps & railing

Estimated or actual date of completion: 4/7/2023

Estimated or actual cost of improvements: \$ 5500.00

Building Permit No.: 4479

Tax Exemption Schedule Selected - only one selection allowed: (see reverse side for full exemption schedules)

- Residential: Standard (3-year 100%) Residential: 3+ Dwelling Unit (10-year sliding scale)
 Residential: Historical Building (5-year 100%) Commercial or Industrial (5-year sliding scale)
 Multi-Residential (Completed prior to Jan. 1, 2022)

If applicable, the name(s) of the tenants (if different than the owner) that occupied the building on April 21, 1992: _____

SIGNED: Shauna Heisdorfer DATE: 4/7/2023

Return completed form to the Planning and Development Department, City Hall, Room 204, after improvements are completed.

* Prior approval will require City Council action before permits or construction will be allowed to begin. Contact Economic Development staff prior to making this selection.

FOR CITY COUNCIL USE:
Approved by Ottumwa City Council on
1 / 20

ASSESSOR: Present Assessed Value \$ _____
Assessed Value with Improvements \$ _____
Eligible or Not Eligible for Tax Abatement: _____

Signature _____ Date _____

Application No. _____
Date Returned: _____
Received by: (initials) _____

**CITY OF OTTUMWA, IOWA
APPLICATION FOR TAX ABATEMENT
UNDER THE URBAN REVITALIZATION PLAN**

Approval of Improvements Completed
 Prior Approval for Intended Improvements*

Address of Property: 223 N Madison AVE, Ottumwa, IA 52501

Legal Description of Property: _____

Parcel ID 007416330293000

Title Holder or Contract Buyer: F & B Properties LLC

Address of Owner (if different than above): _____

Phone number (day): _____

Existing Property Use: Residential Multi-residential Commercial
 Industrial Undeveloped

Proposed Property Use: Residential Multi-residential Commercial
 Industrial

Proposed Occupancy: Owner-occupied Rental

Nature of Improvements: New construction Addition General Improvements
Describe specifically: _____

Estimated or actual date of completion: 9/1/2023


Estimated or actual cost of improvements: \$ 500,000

Building Permit No.: _____

Tax Exemption Schedule Selected - only one selection allowed: (see reverse side for full exemption schedules)

Residential: Standard (3-year 100%) Residential: 3+ Dwelling Unit (10-year sliding scale)
 Residential: Historical Building (5-year 100%) Commercial or Industrial (5-year sliding scale)
 Multi-Residential (Completed prior to Jan. 1, 2022)

If applicable, the name(s) of the tenants (if different than the owner) that occupied the building on April 21, 1992: _____

SIGNED: 

DATE: 8-23-23

Return completed form to the Planning and Development Department, City Hall, Room 204, after improvements are completed.

* Prior approval will require City Council action before permits or construction will be allowed to begin. Contact Economic Development staff prior to making this selection.

FOR CITY COUNCIL USE:

Approved by Ottumwa City Council on
 / / 20

ASSESSOR: Present Assessed Value \$ _____
Assessed Value with Improvements \$ _____
Eligible or Not Eligible for Tax Abatement: _____

Signature _____ Date _____

Application No. _____
Date Returned: _____
Received by: (initial) _____

**CITY OF OTTUMWA, IOWA
APPLICATION FOR TAX ABATEMENT
UNDER THE URBAN REVITALIZATION PLAN**

Approval of Improvements Completed
 Prior Approval for Intended Improvements*

Address of Property: 1015 E Court Ottumwa, IA 52501

Legal Description of Property: Please see attached

Title Holder or Contract Buyer: Christner Properties, LLC

Address of Owner (if different than above): 17587 Hwy 34 Ottumwa, IA 52501

Phone number (day): 6416840648

Existing Property Use: Residential Multi-residential Commercial
 Industrial Undeveloped

Proposed Property Use: Residential Multi-residential Commercial
 Industrial

Proposed Occupancy: Owner-occupied Rental will be sold to Owner

Nature of Improvements: New construction Addition General Improvements

Describe specifically: _____

Estimated or actual date of completion: 12/15/2023

Estimated or actual cost of improvements: \$ 315,000

Building Permit No.: 5029

Tax Exemption Schedule Selected - only one selection allowed: (see reverse side for full exemption schedules)

Residential: Standard (3-year 100%) Residential: 3+ Dwelling Unit (10-year sliding scale)
 Residential: Historical Building (5-year 100%) Commercial or Industrial (5-year sliding scale)
 Multi-Residential (Completed prior to Jan. 1, 2022)

If applicable, the name(s) of the tenants (if different than the owner) that occupied the building on April 21, 1992: _____

SIGNED: [Signature]

DATE: 11/1/2023

Return completed form to the Planning and Development Department, City Hall, Room 204, after improvements are completed.

* Prior approval will require City Council action before permits or construction will be allowed to begin. Contact Economic Development staff prior to making this selection.

FOR CITY COUNCIL USE:

Approved by Ottumwa City Council on
1 / 20

ASSESSOR: Present Assessed Value \$ _____
Assessed Value with Improvements \$ _____
Eligible or Not Eligible for Tax Abatement: _____

Signature _____ Date _____

OTTUMWA URBAN REVITALIZATION TAX ABATEMENT SCHEDULES

Residential

All Eligible Property assessed as residential is eligible to receive exemption from taxation on the actual value added by the Qualifying Improvements. The amount of the exemption is **one hundred percent (100%) on the actual value added by the Qualifying Improvements**. The exemption is for a period of **three (3) years**.

Residential – Historical Contributing Building

All Eligible Property assessed as residential and (1) listed as a “contributing building” in the nomination papers for the Court Hill Historic District, Fifth Street Bluff Historic District, Vogel Place Historic District or North Fellows Historic District, or (2) individually listed on the National Register of Historic Places is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. In order to be eligible for this exemption, the Qualifying Improvements must not increase the population density of the facilities being improved and must be found to be the Ottumwa Historic Preservation Commission to be historically sensitive based on the criteria established by the Ottumwa Planning and Development Department. The amount of the exemption is **one hundred percent (100%) on the actual value added by the Qualifying Improvements**. The exemption is for a period of **five (5) years**.

Residential with Three or More Separate Dwelling Units

All Eligible Property assessed as residential under Iowa Code Section 441.21(14)(a)(6) on or after January 1, 2022, having three or more separate dwelling units, is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. The exemption is for a period of **ten (10) years**. The amount of the partial exemption is equal to a percent of the actual value added by the Qualifying Improvements, determined as follows:

First Year	–	100%	Sixth Year	–	60%
Second Year	–	100%	Seventh Year	–	40%
Third Year	–	80%	Eighth Year	–	40%
Fourth Year	–	80%	Ninth Year	–	20%
Fifth Year	–	60%	Tenth Year	–	20%

Commercial or Industrial

All Eligible Property assessed as commercial or industrial is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. The exemption is for a period of **five (5) years**. The amount of the partial exemption is equal to a percent of the actual value added by the Qualifying Improvements, determined as follows:

First Year	–	80%	Third Year	–	45%	Fifth Year	–	10%
Second Year	–	65%	Fourth Year	–	25%			

Multi-residential (Prior to January 1, 2022)

All Eligible Property assessed, prior to January 1, 2022, as multi-residential property if the multi-residential property consists of three or more separate living quarters with at least seventy-five percent of the space used for residential purposes, with respect to Qualifying Improvements completed prior to January 1, 2022, is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. The exemption is for a period of **ten (10) years**. The amount of the partial exemption is equal to a percent of the actual value added by the Qualifying Improvements, determined as follows:

First Year	–	80%	Sixth Year	–	40%
Second Year	–	70%	Seventh Year	–	30%
Third Year	–	60%	Eighth Year	–	30%
Fourth Year	–	50%	Ninth Year	–	20%
Fifth Year	–	40%	Tenth Year	–	20%

In order to be eligible for tax abatement, the increase in actual value of the Eligible Property from the Qualifying Improvements must be at least fifteen percent (15%) for Eligible Property assessed as commercial, industrial, or multi-residential, and ten percent (10%) for Eligible Property assessed as residential.

This application is only a summary of the terms of the Amended and Restated Ottumwa Urban Revitalization Plan. For full Plan details, contact the Planning and Development Department.



[CITY OF

OTTUMWA

December 11, 2023

Sent via email: melissa@christnercontracting.com

Christner Properties, LLC
17587 US Hwy 34
Ottumwa, IA 52501

Re: New E. Court Street Address

Dear Melissa:

A new address has been issued for property on East Court Street, as shown on the attached map with a brief legal description of Lot 4 of Christner Second Subdivision, in Ottumwa, Wapello County, Iowa.

The property will have the following address.

1015 E. Court St.

The post office will inform the carrier of the new address. If a building or house is built on the property, we ask that you place the number on the house and/or mailbox to assist the carrier with the new address.

Please contact the USPS to obtain mailbox location approval.

If you have any questions, please contact the Post Office at 641-684-5439 or the City Engineer's office at 641-683-0680.

Thank you,

CITY OF OTTUMWA

Alicia Bankson
Engineering Department

cc: Jeffrey Hamann, Bldg. Inspector
Jake Rusch, Bldg. Inspector
Post Office
MidAmerican Energy
Alliant Energy
Ottumwa Water & Hydro
Building & Code Enforcement
Wapello Co. GIS Coordinator

Century Link/Qwest
Mediacom
Dawn Mitchell, Auditor's Office
Tammy Headley, Assessor's Office
Brenda Bennett, City Police Dept.
Ottumwa Fiber
Lisco/LTDS
MCG (Mahaska Communications Group)

FINAL PLAT

CHRISTNER SECOND SUBDIVISION

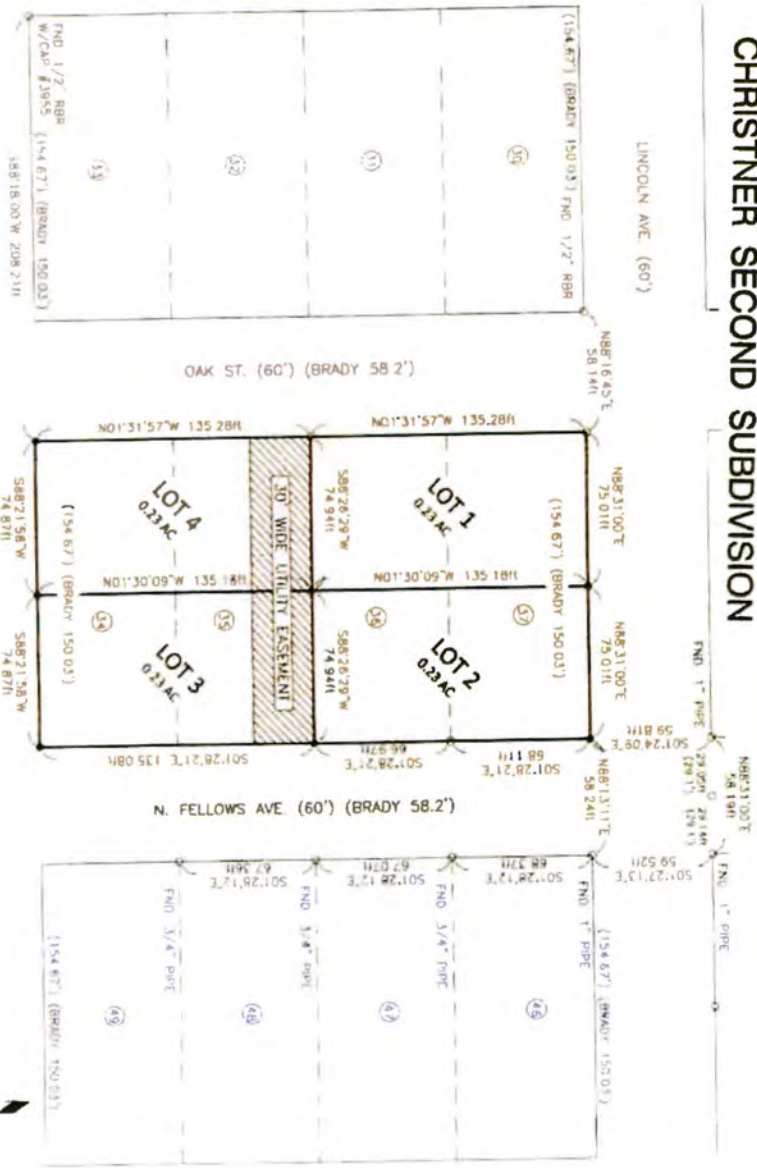
APPROVED BY
CITY OF OTTUMWA - CITY COUNCIL
DATE

APPROVED BY
CITY OF OTTUMWA - PLANNING & ZONING
DATE

APPROVED BY
CITY OF OTTUMWA - CITY ENGINEER
DATE

CHRISTNER'S SECOND SUBDIVISION:

Lots Thirty-four (34), Lot Thirty-five (35), Lot Thirty-six (36), and Lot Thirty-seven (37) in East Ottumwa, an addition to the City of Ottumwa, Wapello County, Iowa.



REFERENCE SURVEYS:

Plat of survey prepared by Lewis E. Graham, Jr for Mark Stephen and Karen Elaine Douglas on February 20, 1992.

Plat of Survey prepared by Allen J. Bruck, Sr dated October 6, 1907. Find notes from this survey indicate a shortage of 18.0 feet between the East line of N Elm St and the East line of the alley on the Section Line East of Fellows Ave as measured along the North line of E. Court St.

LEGEND:

FOUND SQUARE HOLO	SET 5/8" x 30" REBAR
BOLE DANGLES	W/OBRAND PLASTIC
OTHERWISE NOTED	CAP #15843

OWNER:
CHRISTNER PROPERTIES, LLC
12823 5th Ave
OTTUMWA, IOWA 52501

PLANNERS:
FRENCH-RENEKER ASSOCIATES
1501 S MAIN ST
FAIRFIELD, IOWA 52504

PREPARED BY:
FRENCH-RENEKER ASSOCIATES
1501 S MAIN ST
FAIRFIELD, IOWA 52504



I hereby certify that this land surveying document was prepared and the personal supervision was performed by me or under my direct control and that I am a duly licensed land surveyor under the laws of the State of Iowa.

Jason C. Hull, P.L.S.
License number 15948
By license renewal date is December 31, 2024.
Pages or sheets covered by this seal: This Sheet.
12-8-23
date

INDEX LEGEND

County: WAPELLO
Section: N/A Township: N/A Range: N/A
Aliquot Part: N/A
City: OTTUMWA
Subdivision: EAST ADDITION
Block: N/A
Lot(s): 34 35 36 37
Proprietor: CHRISTNER PROPERTIES LLC
Requested By: ANTHONY CHRISTNER

FINAL PLAT CHRISTNER FIRST SUBDIVISION

OWNER & DEVELOPER: CHRISTNER PROPERTIES LLC
2935 OAK MEADOW LOT
OTTUMWA, IA 52501

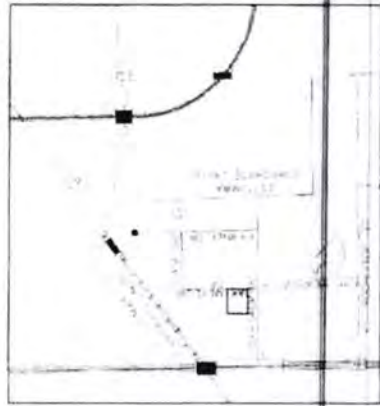
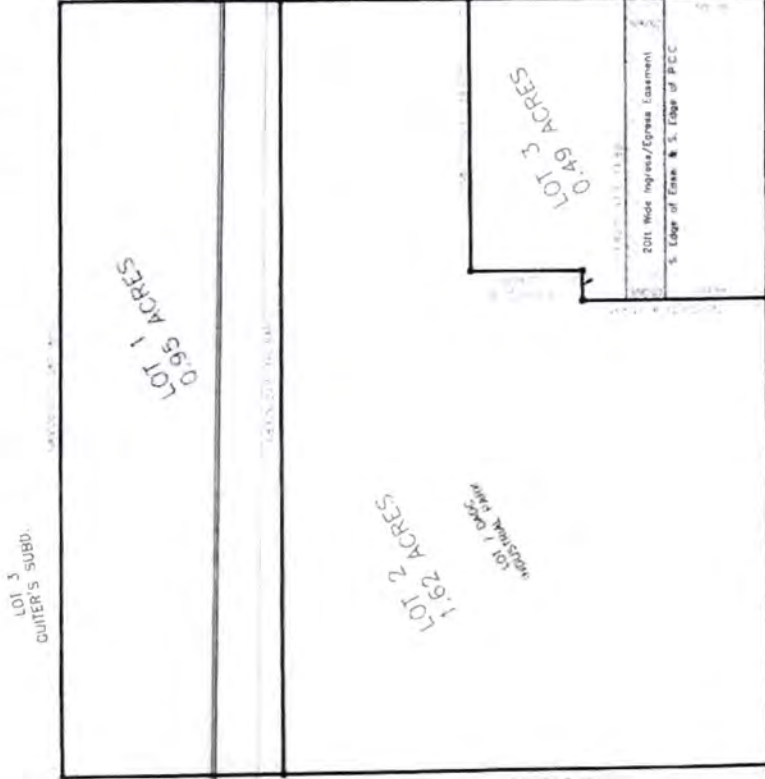
PLANNER: FRENCH-RENEKER-ASSOCIATES, INC.
1501 SOUTH MAIN
FAIRFIELD, IA 52556

Grading Zoning: Light Industrial District (L-1)
Front Yard Setback: None
Rear Yard Setback: None
Side Yard Setback: None

CHRISTNER FIRST SUBDIVISION:

A subdivision of Lot 7, EXCEPT the South Fifty (50') feet, and EXCEPT the West Twenty (20') feet thereof, of the Ottumwa Area Development Corporation Industrial Park, an Addition to the City of Ottumwa, Wapello County, Iowa, and Christian First Subdivision being more particularly described as follows:

Beginning at the Northeast Corner of Lot 7 of said Ottumwa Area Development Corporation Industrial Park; thence South 01 degrees 50 minutes 44 seconds East along the east line of said Lot 7 a distance of 350.09 feet to the north line of the South Fifty (50') feet of said Lot 7; thence South 89 degrees 25 minutes 37 seconds West along said north line a distance of 380.09 feet to the east line of the West Twenty (20') feet of said Lot 7, as described in Book 368, Page 501 in the Wapello County Recorder's Office; thence North 01 degrees 05 minutes 44 seconds West along said east line a distance of 350.09 feet to the north line of said Lot 7; thence North 89 degrees 26 minutes 01 seconds East along said north line a distance of 380.78 feet to the Point of Beginning, containing 3.06 acres, more or less.



Prepared by & Return to:
French-Reneker-Associates, Inc., 1501 S. Main St., Fairfield, IA 52556, Phone: (841) 472-5145, Surveyor: Jason C. Hull

I hereby certify that this final subdivision agreement was prepared and the relative survey work was performed by me or under my direct personal supervision and that, on a duly prepared final plat, under the laws of the State of Iowa.

Jason C. Hull
Iowa, 11/12/12
License Number: 12943

My license renewal date is December 31, 2013.
Pages are sheets attached to this seal. (Sheet 3)



INDEX LEGEND

County: WAPELLO
Section: 06 Township: 72 Range: 20
Abundant Part: N/A
City: OTTUMWA
Block: OTTUMWA AREA DEV CORP INDUSTRIAL PARK
Lot(s):

Requested By: ANTHONY CHRISTNER
Proprietor: CHRISTNER PROPERTIES LLC

APPROVED BY:

CITY OF OTTUMWA - CITY COUNCIL
CITY OF OTTUMWA - ENGINEERING
CITY OF OTTUMWA - PLANNING & ZONING

LEGEND:

- S&T 3/8" x 10" REBAR W/ PLASTIC CAP #15843
- TND 3/8" REBAR W/ CAP #15843
- RECORD BEARINGS AND DISTANCE

* ALL BEARINGS AND DISTANCES ARE THE RESULT OF GPS OBSERVATIONS, I.A. NCS, ZONE 12 *

Application No. _____
Date Returned: _____
Received by: (initial) _____

CITY OF OTTUMWA, IOWA
APPLICATION FOR TAX ABATEMENT
UNDER THE URBAN REVITALIZATION PLAN

Approval of Improvements Completed
 Prior Approval for Intended Improvements*

Address of Property: 1200 W. 2nd Street Ottumwa, IA.

Legal Description of Property: Attached

Title Holder or Contract Buyer: Attached

Address of Owner (if different than above): 12987 River Rd Ottumwa IA
Phone number (day): 641-777-2547

Existing Property Use: Residential Multi-residential Commercial
 Industrial Undeveloped

Proposed Property Use: Residential Multi-residential Commercial
 Industrial

Proposed Occupancy: Owner-occupied Rental

Nature of Improvements: New construction Addition General Improvements
Describe specifically: _____

Estimated or actual date of completion: 2022
Estimated or actual cost of improvements: \$ 65,121.00
Building Permit No.: 3981

Tax Exemption Schedule Selected - only one selection allowed: (see reverse side for full exemption schedules)

<input type="checkbox"/> Residential: Standard (3-year 100%)	<input type="checkbox"/> Residential: 3+ Dwelling Unit (10-year sliding scale)
<input type="checkbox"/> Residential: Historical Building (5-year 100%)	<input checked="" type="checkbox"/> Commercial or Industrial (5-year sliding scale)
	<input type="checkbox"/> Multi-Residential (Completed prior to Jan. 1, 2022)

If applicable, the name(s) of the tenants (if different than the owner) that occupied the building on April 21, 1992: _____

SIGNED: Steve Lee DATE: 3-1-23

Return completed form to the Planning and Development Department, City Hall, Room 204, after improvements are completed.

* Prior approval will require City Council action before permits or construction will be allowed to begin. Contact Economic Development staff prior to making this selection.

FOR CITY COUNCIL USE:
Approved by Ottumwa City Council on
____/____/20____

ASSESSOR: Present Assessed Value \$ _____
Assessed Value with Improvements \$ _____
Eligible or Not Eligible for Tax Abatement: _____

Signature _____ Date _____



Document 2022 0155

Book 2022 Page 0155 Type 03 011 Pages 1
Date 1/12/2022 Time 9:41:56AM
Rec Amt \$7.00 Aud Amt \$15.00

✓INDE
CHK
✓SCAN
IMAG
AUD

LISA KENT, RECORDER
WAPELLO COUNTY IOWA

Prepared by: James M Box, Box & Box, 304 N Court, Ottumwa IA 52501 Phone 641-682-4512
Return Document/Send Tax Statements: Lee Storage and Sales LLC, 12987 River Road, Ottumwa IA 52501

WARRANTY DEED

For the consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, **Southern Iowa Crane, Inc.** an Iowa corporation, does hereby Convey to **Lee Storage and Sales, LLC**, an Iowa limited liability company, all of Grantors' right, title and interest in and to the following described real estate in Wapello County, Iowa:

The Southeast 45 feet of Lot 2 and all of Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Catherine Pierce's 2nd Addition to the City of Ottumwa, Wapello County, Iowa. AND Auditor's Lot 15, and all except the NW 5 feet of Auditor's Lot 8 in the NE 1/4 of the NE 1/4 of Section 23, Township 72 North, Range 14 West of the 5th P.M. AND Auditor's Lots 5, 6 & 12 and all except the NW 5 feet of Auditor's Lot 8 in the NW 1/4 of the NW 1/4 of Section 24, Township 72 North, Range 14 West of the 5th P.M.

This deed is given without monetary consideration. (Exempt from transfer tax-Iowa Code §428A.2(21).

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: January 7, 2022

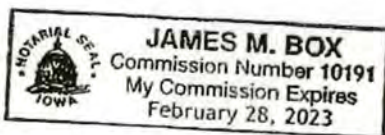
Southern Iowa Crane, Inc.

By Steven W. Lee
Steven W. Lee, President

By Sherry L. Lee
Sherry L. Lee, Secretary

STATE OF IOWA, WAPELLO COUNTY:

This instrument was acknowledged before me on January 7, 2022 by Steven W. Lee and Sherry L. Lee, as President and Secretary, respectively, of Southern Iowa Crane, Inc.



James M. Box
Notary Public

CITY OF OTTUMWA, IOWA
APPLICATION FOR TAX ABATEMENT
UNDER THE URBAN REVITALIZATION PLAN

Approval of Improvements Completed
 Prior approval for intended Improvements*

Address of Property: 322 South Willow & St. Ott. IA 52501

Legal Description of Property: _____
Single Level Home

Title Holder or Contract Buyer: Randy Hawk / Shellie Barror

Address of Owner (if different than above): _____
Phone number (day): _____

Existing Property Use: Residential Multi-residential Commercial
 Industrial Undeveloped

Proposed Property Use: Residential Multi-residential Commercial
 Industrial

Proposed Occupancy: Owner-occupied Rental

Nature of Improvements: New construction Addition General Improvements
Describe specifically: _____

New Garage

Estimated or actual date of completion: 6-17-23
Estimated or actual cost of improvements: 29,000.00
Building permit No.: 5095

Tax Exemption Schedule Selected -only one selection allowed per application: (see reverse side for tables)

- (1) Residential: 3-year 100% (3) Multi-residential: 10-year sliding scale
(2) Residential: 5-year sliding scale (4) Commercial or Industrial: 5-year sliding scale

If multi-residential property, number of units: _____
If applicable, the name(s) of the tenants (if different than the owner) that occupied the owner's building on April 21, 1992: _____

SIGNED Randy Hawk DATE: 6-17-23

Return completed form to the Planning and Development Department, City Hall, Room 204, after improvements are completed.

* Prior approval will require City Council action before permits or construction will be allowed to begin. Contact Economic Development staff prior to making this selection.

ASSESSOR - Present assessed value _____

Assessed value with improvements _____

Eligible or non-eligible for tax abatement _____

Assessor _____ Date _____

Building Permit

Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

Permit Number: 5095



Job Location: 322 S WILLARD
City,State,Zip: OTTUMWA, IA 52501-0000
Parcel No.: 7416640030000

Permit Type: Building
Work Classification: Building New Garage
Permit Status: Issued
Date Issued: 05/09/2023
Expiration Date: 11/05/2023
Total Valuation: \$29000
Sq Feet: [Square Feet]

Proposed Construction/Details: 24' X 30' GARAGE

Contractor: YODER
Address:
City,State,Zip: ,
Phone: (641)722-3605

Owner: HOUK, RANDY LEE BORROR, SHELLIE LYNN
Address: 322 SOUTH WILLARD
City,State,Zip: OTTUMWA, IA 52501-0000
Phone:

Fee	Amount	Payment Date	Amount
Building Permit Fee	\$231.41	05/10/2023	\$231.41
Total Fee: \$231.41		Total Paid: \$231.41	

For Inspections call: (641) 683-0650

IMPORTANT: APPLICATION IS HEREBY MADE TO THE BUILDING OFFICIAL FOR A PERMIT SUBJECT TO THE CONDITIONS AND RESTRICTIONS SET FORTH ON THIS APPLICATION AND THE FOLLOWING:

1. The City's approved plans and permit inspection card must remain on the job site for use by City inspection personnel.
2. Final inspection of the work authorized by this permit is required. In the event of a Commercial New or Changed of Use Permt, a Certificate of Occupancy must be obtained prior to use and occupancy of new buildings, structures and remodeling work.

This permit/plan review expires by time limitation and becomes null and void if the work authorized by the permit is not commenced within 180 days from the date of permit issuance or if the permit is not obtained within 180 days from the date of plan submittal. This permit expires and becomes null and void if any work authorized by this permit is suspended or abandoned for 180 consecutive days or if no progressive work has been verified by a City building inspector for a period of 180 consecutive days.

Application No. _____
Date Returned: _____
Received by: (initial) _____

**CITY OF OTTUMWA, IOWA
APPLICATION FOR TAX ABATEMENT
UNDER THE URBAN REVITALIZATION PLAN**

Approval of Improvements Completed
 Prior Approval for Intended Improvements*

Address of Property: 1049 W Second St., Ottumwa, IA 52501

Legal Description of Property: _____
HIGHLAND PARK ADD LOT 3 EX SW CORNER (1049 W SECOND)

Title Holder or Contract Buyer: Elliott Wholesale & Oil Co.

Address of Owner (if different than above): _____
Phone number (day): 641-684-4377

Existing Property Use: Residential Multi-residential Commercial
 Industrial Undeveloped

Proposed Property Use: Residential Multi-residential Commercial
 Industrial

Proposed Occupancy: Owner-occupied Rental

Nature of Improvements: New construction Addition General Improvements
Describe specifically: _____

Built a new Convenience Store

Estimated or actual date of completion: 11/22/2022
Estimated or actual cost of improvements: \$ 411,087.64
Building Permit No.: _____

Tax Exemption Schedule Selected - only one selection allowed: (see reverse side for full exemption schedules)

Residential: Standard (3-year 100%) Residential: 3+ Dwelling Unit (10-year sliding scale)
 Residential: Historical Building (5-year 100%) Commercial or Industrial (5-year sliding scale)
 Multi-Residential (Completed prior to Jan. 1, 2022)

If applicable, the name(s) of the tenants (if different than the owner) that occupied the building on April 21, 1992: _____

SIGNED: Ann E. Wozniak DATE: 11/22/2023

Return completed form to the Planning and Development Department, City Hall, Room 204, after improvements are completed.

* Prior approval will require City Council action before permits or construction will be allowed to begin. Contact Economic Development staff prior to making this selection.

FOR CITY COUNCIL USE:

Approved by Ottumwa City Council on
____/____/20____

ASSESSOR: Present Assessed Value \$ _____
Assessed Value with Improvements \$ _____
Eligible or Not Eligible for Tax Abatement: _____

Signature _____ Date _____

Application No. _____
Date Returned: _____
Received by: (initial) _____

CITY OF OTTUMWA, IOWA
APPLICATION FOR TAX ABATEMENT
UNDER THE URBAN REVITALIZATION PLAN

Approval of Improvements Completed
 Prior Approval for Intended Improvements*

Address of Property: 2945 DAK MEADOW DR.

Legal Description of Property: LOT #2 GREETER ADDITION

Title Holder or Contract Buyer: TIMOTHY A GREETER

Address of Owner (if different than above): 506 BRYAN RD

Phone number (day): 641-799-0096

Existing Property Use: Residential Multi-residential Commercial
 Industrial Undeveloped

Proposed Property Use: Residential Multi-residential Commercial
 Industrial

Proposed Occupancy: Owner-occupied Rental

Nature of Improvements: New construction Addition General Improvements

Describe specifically: (1) 40' X 48' ADDITION TO EXISTING BLDG

Estimated or actual date of completion: _____
Estimated or actual cost of improvements: \$ 75,000
Building Permit No.: #5392

Tax Exemption Schedule Selected - only one selection allowed: (see reverse side for full exemption schedules)
 Residential: Standard (3-year 100%) Residential: 3+ Dwelling Unit (10-year sliding scale)
 Residential: Historical Building (5-year 100%) Commercial or Industrial (5-year sliding scale)
 Multi-Residential (Completed prior to Jan. 1, 2022)

If applicable, the name(s) of the tenants (if different than the owner) that occupied the building on April 21, 1992: _____

SIGNED: Timothy A. Greeter DATE: JAN. 23, 2024

Return completed form to the Planning and Development Department, City Hall, Room 204, after improvements are completed.

* Prior approval will require City Council action before permits or construction will be allowed to begin. Contact Economic Development staff prior to making this selection.

FOR CITY COUNCIL USE:
Approved by Ottumwa City Council on _____
_____/_____/20_____
ASSESSOR: Present Assessed Value \$ _____
Assessed Value with Improvements \$ _____
Eligible or Not Eligible for Tax Abatement: _____
Signature _____ Date _____

Commercial Building Permit

Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

Permit Number: 5392



Job Location: 2945 OAK MEADOW DR
City,State,Zip: OTTUMWA, IOWA 52501
Parcel No.: 007412020002000

Permit Type: Commercial Building
Work Classification: Building Addition
Permit Status: Issued
Date Issued:
Expiration Date: 02/13/2024
Total Valuation: \$75034
Sq Feet: [Square Feet]

Proposed Construction/Details: 40' W X 48' L X 10' H - METAL ADDITION

Contractor:
Address:
City,State,Zip: ,
Phone:

Owner: GUITER, TIMOTHY A
Address: PO BOX 855
City,State,Zip: OTTUMWA, IOWA 52501
Phone:

Fee	Amount	Payment Date	Amount
Commercial Permit Fee	\$675.24	08/18/2023	\$1,114.14
Commercial Plan Review Fee	\$438.90		
Total Fee: \$1,114.14			Total Paid: \$1,114.14

For Inspections call: (641) 683-0650

IMPORTANT: APPLICATION IS HEREBY MADE TO THE BUILDING OFFICIAL FOR A PERMIT SUBJECT TO THE CONDITIONS AND RESTRICTIONS SET FORTH ON THIS APPLICATION AND THE FOLLOWING:

1. The City's approved plans and permit inspection card must remain on the job site for use by City inspection personnel.
2. Final inspection of the work authorized by this permit is required. In the event of a Commercial New or Changed of Use Permt, a Certificate of Occupancy must be obtained prior to use and occupancy of new buildings, structures and remodeling work.

This permit/plan review expires by time limitation and becomes null and void if the work authorized by the permit is not commenced within 180 days from the date of permit issuance or if the permit is not obtained within 180 days from the date of plan submittal. This permit expires and becomes null and void if any work authorized by this permit is suspended or abandoned for 180 consecutive days or if no progressive work has been verified by a City building inspector for a period of 180 consecutive days.

BUILDING PERMIT APPLICATION

1. **JOB ADDRESS**
TIM GLITER 2945 DAK MEADOW DR. 641-799-0096

2. Owner Address e-mail address if you have one Phone

3. Contractor (if other than owner) Address e-mail address if you have one Phone

4. Architect or Designer Mail Address Phone License No.

5. Engineer Mail Address Phone License No.

6. Electrical Contractor Plumbing Contractor Heating, Vent and A/C Contractor
MAHER PLUMBING-NEW WOODY'S HEATING & AIR CALVIN

7. Use of Building
STORAGE WAREHOUSE (PERSONAL USE)

8. Class of work: NEW ADDITION ALTERNATION REPAIR MOVE REMOVE REMODEL

9. Describe work:
40' W x 48' L x 10' H METAL ADDITION

10. Change of use from
 Change of use to

11. Valuation of work: \$ *75,033.60* per ICC

SPECIAL CONDITIONS:

ASBESTOS – State and Federal regulations require an asbestos inspection and notification prior to demolition or renovation of commercial, industrial, institutional, and public buildings and before demolishing some residential structures. The Owner and/or contractor are responsible for contacting the Iowa Department of Natural Resources (319-653-2135) regarding asbestos inspection and abatement and supplying proof of such if applicable.

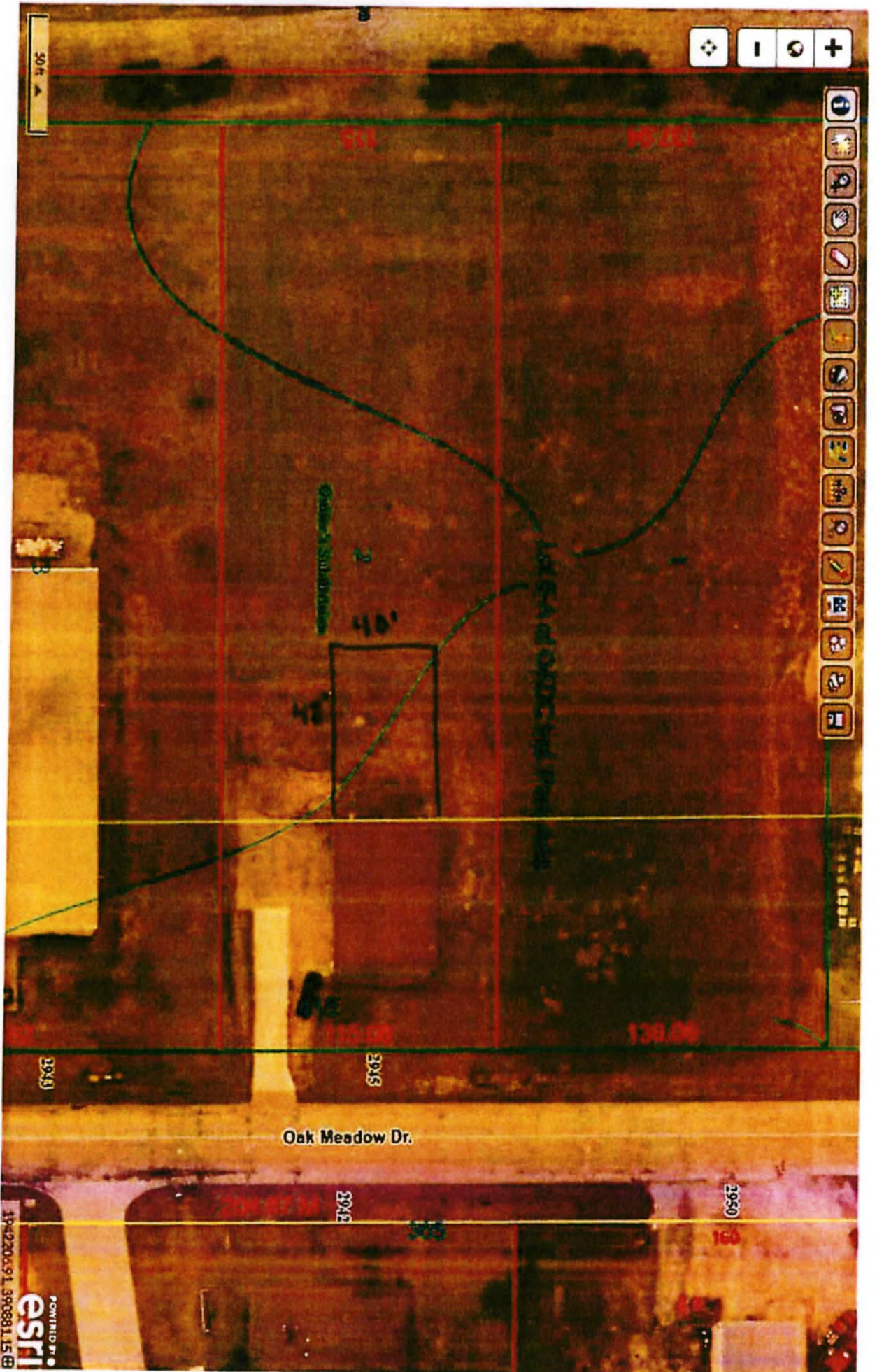
NOTICE

Separate permits are required for electrical, plumbing, heating, ventilating or air conditioning. This permit becomes null and void if work on construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct, all provisions of laws and ordinances governing this type of work will be complied with, whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Timothy C. Gliter
 Signature of CONTRACTOR or Authorized agent Date *8-16-2023*

Signature of OWNER (if owner building) Date
Acemay Jine *8/16/23*
 APPROVED for issuing Date

Permit #	<i>5392</i>		Permit Fee	<i>\$ 1,114.14</i>
Type of Const.	Occupancy Group	Division		
Size of bldg (total) Sq. Ft.	No. of Stories	Max. Occ. Load		
Fire Zone	Use Zone	Fire Sprinklers Required Yes No		
No. of Dwelling Units	OFFSTREET PARKING SPACES Covered Uncovered			
Special Approvals	Required	Received	Not Required	
ZONING				
HEALTH DEPT				
FIRE DEPT				
SOIL REPORT				
OTHER:				
SIGNS				
PLANNING				
ENGINEERING				



50 ft

Oak Meadow Dr.

POWERED BY
esri
19-02206571_39088115_BB

Application No. _____
Date Returned: _____
Received by: (initial) _____

CITY OF OTTUMWA, IOWA
APPLICATION FOR TAX ABATEMENT
UNDER THE URBAN REVITALIZATION PLAN

Approval of Improvements Completed
 Prior Approval for Intended Improvements*

Address of Property: 1203 North Fellows ave

Legal Description of Property: Rose Addition LOT 18 (1203 N Fellow)

Title Holder or Contract Buyer: Lori Creech

Address of Owner (if different than above): _____

Phone number (day): 6416805483

Existing Property Use: Residential Multi-residential Commercial
 Industrial Undeveloped

Proposed Property Use: Residential Multi-residential Commercial
 Industrial

Proposed Occupancy: Owner-occupied Rental

Nature of Improvements: New construction Addition General Improvements

Describe specifically addition of a three season room

Estimated or actual date of completion: December 31, 2023

Estimated or actual cost of improvements: \$ 10,000

Building Permit No.: 5388

Tax Exemption Schedule Selected - only one selection allowed: (see reverse side for full exemption schedules)

Residential: Standard (3-year 100%) Residential: 3+ Dwelling Unit (10-year sliding scale)
 Residential: Historical Building (5-year 100%) Commercial or Industrial (5-year sliding scale)
 Multi-Residential (Completed prior to Jan. 1, 2022)

If applicable, the name(s) of the tenants (if different than the owner) that occupied the building on April 21, 1992: _____

SIGNED: Lori Creech DATE: January 31, 2024

Return completed form to the Planning and Development Department, City Hall, Room 204, after improvements are completed.

* Prior approval will require City Council action before permits or construction will be allowed to begin. Contact Economic Development staff prior to making this selection.

FOR CITY COUNCIL USE:

Approved by Ottumwa City Council on
 / / 20

ASSESSOR: Present Assessed Value \$ _____
Assessed Value with Improvements \$ _____
Eligible or Not Eligible for Tax Abatement: _____

Signature _____ Date _____

received
2-1-24 9AM

Item No. I.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 6, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 24-2024, A Resolution Approving an Addendum to the Grant Administration Contract for the 307 E Main Upper-Story Housing Project CDBG 20-CVN-050

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 24-2024.

DISCUSSION: The City and Area 15 Regional Planning are working on closing out the 307 E Main Upper-Story Housing Project CDBG 20-CVN-050. This project completed three upper-story apartment units at 307 E Main. The total project cost was \$602,515.01. The grant covered \$498,779.46 and the owner covered \$88,773.69. The City's share was \$14,961.68 or just under \$5,000 per unit.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

In closing this program, Iowa Economic Development Authority has recommended that the Council adopt an Addendum to the Grant Administration Agreement with Area 15 Regional Planning that addresses record retention. This addendum uses the language recommended by IEDA.

RESOLUTION NO. 24-2024

A RESOLUTION APPROVING AN ADDENDUM TO THE GRANT ADMINISTRATION
CONTRACT FOR THE 307 E MAIN UPPER-STORY HOUSING PROJECT
CDBG 20-CVN-050

WHEREAS, the City entered into an Administration Contract with Area 15 Regional Planning Commission for the 307 E Main Upper-Story Housing Project CDBG 20-CVN-050 on May 13, 2020; and

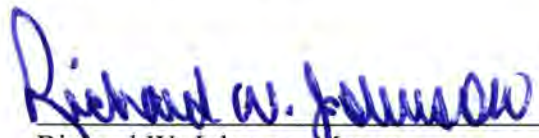
WHEREAS, the Iowa Economic Development Authority has advised a contract addendum be made for language record retention in Section C1;

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

The Addendum to Administration Contract for CDBG 20-CVN-050 be approved and executed.

Passed and adopted this 6th day of February, 2024

City of Ottumwa, Iowa


Richard W. Johnson, Mayor

ATTEST:



Chris Reinhard, City Clerk

ADDENDUM TO ADMIN CONTRACT

Effective Date:

I. The Parties. This Addendum hereby becomes part of the Administration Contract between the City of Ottumwa and Area 15 Regional Planning Commission authorized on May 13th, 2022, for the administration of the CDBG project No. 20-CVN-050.

II. Amendment(s). The City of Ottumwa and Area 15 Regional Planning Commission agree that the Contract shall be amended as follows:

1. Strike Section C1 and replace with the following:

Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

All other terms and conditions of the Agreement shall remain the same. This Addendum shall go into effect on the date of the undersigned parties.

Agreed to this 6 day of February, 2024

CITY OF OTTUMWA, IOWA

AREA 15 REGIONAL PLANNING COMMISSION

By:

Richard W. Johnson
Richard W. Johnson, Mayor

By:

Chris Bowers, Executive Director

ATTEST:

Christina Reinhard
Christina Reinhard, City Clerk

received
1-29-24 130

Item No. I.-3.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 6, 2024

Finance

Department

Jessica Kinser

Prepared By

Jessica Kinser

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 25-2024, APPROVING THE TRANSFER OF FUNDS THROUGH DECEMBER 31, 2023

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 25-2024.

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.

Staff identified additional transfers for the current fiscal year that were not on resolution 11-2024. This includes transfers into the Debt Service Fund from outside funds for interest paid on December 1st, as well as current year corrections that need to occur for projects.

The FY24 Amended budget will include a revised amount for transfers in/transfers out.

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. 25-2024

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 City Council approved a transfer of funds as of December 31, 2023, on Resolution 11-2024; and

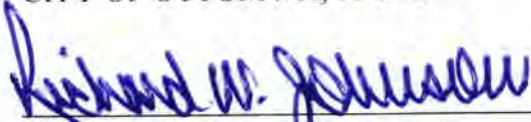
WHEREAS, the Director of Finance has identified additional transfers to occur as of December 31, 2023 and has requested the approval of the additional transfers per the attached listing;

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 6th day of February 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:

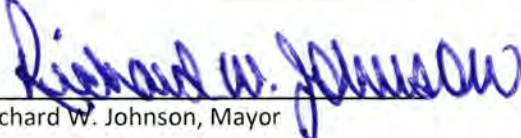


Christina Reinhard, City Clerk

Transfer In Account	Amount	Fund	Transfer Out Account	12/31/23 Transfer	Reason
001-000-4830	\$ 75,000.00	ARPA	003-9-910-6910	75,000.00	Retail Strategies Contract
151-000-4830	\$ 71,835.00	Cemetery	135-9-910-6910	\$ 71,835.00	Move funds for New Office Design Expense
200-000-4830	\$ 527,493.00	LOST	121-9-910-6910	\$ 70,283.00	Debt service payment for Sewer
200-000-4830	\$ 477,886.00	125WestgateTIF	125-9-910-6910	\$ 98,597.00	Debt service payment
200-000-4830	\$ 212,300.00	126AirportTIF	126-9-910-6910	\$ 11,025.00	Debt service payment
200-000-4830	\$ 137,792.00	128WildwoodTIF	128-9-910-6910	\$ 6,271.00	Debt service payment
200-000-4830	\$ 353,822.00	Sewer	610-9-910-6910	\$ 42,670.00	Debt Service- Phase 8 2020
200-000-4830	\$ 159,850.00	Landfill	670-9-910-6910	\$ 12,300.00	Debt Service
309-730-4830	\$ 114,651.00	ARPA	003-9-910-6910	\$ 114,651.00	Ottumwa Park Master Plan
151-432-4830	\$ 291,022.25	Franchise	005-9-910-6910	291,022.25	City Hall HVAC and Improvements

Total to Transfer \$ 793,654.25

Resolution No. 25-2024


 Richard W. Johnson, Mayor

ATTEST:


 Christina Reinhard, City Clerk

received
1-29-24 1:30

Item No. I.-4.

1-29-24

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Finance
Department

Jessica Kinser

Prepared By

Jessica Kinser

Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION 30-2024 FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$6,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

Public hearing required if this box is checked.

The City of Ottumwa is an Equal Opportunity Employer. Minorities and women are encouraged to apply. If you are a person with a disability, please contact the City of Ottumwa at (319) 232-1111 for more information.

RECOMMENDATION: Approve the resolution as presented.

DISCUSSION: This resolution (30-2024) is only to set a public hearing for pre-levy purposes as part of the FY2025 budget purposes. Setting a public hearing does not bind the Council to borrow any funds. Any borrowing has to be done with a separate set of public hearings and legal proceedings.

This resolution is to set a public hearing for the items that are on the proposed borrowing list that are considered essential corporate purpose. Essential corporate purpose debt is for basic city services such as street repair and construction, solid waste, sanitary sewer and water works

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No

construction and repair, equipping of police, fire and ambulance services, nuisance abatement, and a variety of other reasons described in Code of Iowa Chapter 384.24(3) (Iowa League of Cities). The items from the 2024 Proposed Borrowing list under this purpose include the following:

- Demolition Program: \$893,200
- Cemetery Office and Maintenance Building: \$1,875,000
- Ottumwa Cemetery Paving: \$50,000
- Court Lighting in Troeger and Ottumwa Parks: \$20,000
- Police Public Safety Cameras/Access Points: \$13,350
- Police Drones & Accessories: \$19,500
- Police Bidirectional Turning Target Standards: \$15,500
- Police Taser 10 Implementation: \$72,900
- Police Vehicle Replacement: \$270,000
- Engineering BNSF Levee Closure: \$1.3 million
- Fire Vehicle #308 Replacement: \$900,000
- Fire HazMat Vehicle Replacement: \$65,000

These total nearly \$5.5 million in total projects. The \$6 million authority provides some cushion for setting the authority at which the borrowing for these projects could happen.

A public hearing will be held at the February 20th regular meeting. Assuming the resolution at that meeting is approved, the City would be able to include a pre-levy as part of the fiscal year 2025 budget, meaning that property tax revenue would be available to pay an initial principal and interest payment in fiscal year 2025.

As of now, the proposed borrowing would not come before the City Council until May and June with bond proceeds to be received after July 1st.

(To be published between: January 31, 2024 and February 9, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$6,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 20th day of February, 2024, at 5:30 P.M., at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$6,000,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of equipping the police, street and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the acquisition, construction, reconstruction, and improvement of all waterways and real and personal property useful for the protection or reclamation of property situation within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction, reconstruction and repair of levees; the construction, reconstruction, and repairing of any streets, sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; the acquisition and improvement of real estate for cemeteries, and the construction, reconstruction and repair of cemetery facilities; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

ECP-1

Dated this 6 day of February, 2024.

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

(End of Notice)

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

Not to Exceed \$6,000,000 General Obligation Capital Loan Notes (ECP-1)

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

February 6, 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, 52501, at 5:30 P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

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

Absent: None

Vacant: N/A

* * * * *

Council Member Caviness introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$6,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Hoffman seconded the motion to adopt. The roll was called and the vote was,

AYES: Galloway, Hoffman, McAntire, Caviness, Bossou



NAYS: None

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

RESOLUTION NO. 30-2024

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$6,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ottumwa, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$6,000,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council will meet at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at 5:30 P.M., on the 20th day of February, 2024, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$6,000,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of equipping the police, street and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the acquisition, construction, reconstruction, and improvement of all waterways and real and personal property useful for the protection or reclamation of property situation within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction, reconstruction and repair of levees; the construction, reconstruction, and repairing of any streets, sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; the acquisition and improvement of real estate for cemeteries, and the construction, reconstruction and repair of cemetery facilities; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$6,000,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: January 31, 2024 and February 9, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$6,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES
OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES),
AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 20th day of February, 2024, at 5:30 P.M., at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$6,000,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of equipping the police, street and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the acquisition, construction, reconstruction, and improvement of all waterways and real and personal property useful for the protection or reclamation of property situation within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction, reconstruction and repair of levees; the construction, reconstruction, and repairing of any streets, sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; the acquisition and improvement of real estate for cemeteries, and the construction, reconstruction and repair of cemetery facilities; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

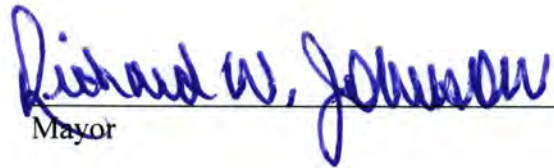
Dated this 6 day of February, 2024.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

PASSED AND APPROVED this 6th day of February, 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 6 day of February, 2024.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa

(SEAL)



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

(Not to Exceed \$6,000,000 General Obligation Capital Loan Notes) (ECP-1)

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 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
1-29-24 1:30

Item No. I.-5.

CONFIDENTIAL

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Finance
Department

Jessica Kinser

Prepared By

Jessica Kinser

Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION 31-2024 FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

Public hearing required if this box is checked.

The Office of Information Systems is responsible for the accuracy of the information contained in this summary. It is the responsibility of the user to verify the accuracy of the information and to report any errors to the City of Ottumwa.

RECOMMENDATION: Approve the resolution as presented.

DISCUSSION: This resolution (31-2024) is only to set a public hearing for pre-levy purposes as part of the FY2025 budget purposes. Setting a public hearing does not bind the Council to borrow any funds. Any borrowing has to be done with a separate set of public hearings and legal proceedings.

This resolution is to set a public hearing for the items that are on the proposed borrowing list that are considered general corporate purpose, not-to-exceed \$700,000. General corporate purpose debt is for things not considered basic city services, like facilities and facility improvements among a number of other things and can be found in Iowa Code 384.24 (4).

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No

The items from the 2024 Proposed Borrowing list under this general corporate purpose include all of the Bridgeview Center items/improvements, including the following:

- LED Video Board/Signage: \$185,000
- Roof Repairs: \$40,000
- Combination Oven: \$60,000
- Theater Improvements: \$45,000
- Exterior Waterproofing/Access: \$75,000
- Ramp/Stairs Replacement: \$15,000

These total \$420,000. The \$700,000 authority provides the maximum authority available as a general corporate purpose bond.

A public hearing will be held at the February 20th regular meeting. Assuming the resolution at that meeting is approved, the City would be able to include a pre-levy as part of the fiscal year 2025 budget, meaning that property tax revenue would be available to pay an initial principal and interest payment in fiscal year 2025.

As of now, the proposed borrowing would not come before the City Council until May and June with bond proceeds to be received after July 1st.

(To be published between: January 31, 2024 and February 9, 2024))

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES
OF THE CITY (FOR GENERAL CORPORATE PURPOSES),
AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 20th day of February, 2024, at 5:30 P.M., at 102 Church Street, Ottumwa, Iowa, 52501, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of the acquisition, construction, reconstruction, improvement and equipping of recreation buildings, including the Bridgeview Center. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

Dated this 6 day of February, 2024.

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

(End of Notice)

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

Not to Exceed \$700,000 General Obligation Capital Loan Notes (GCP-2)

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

February 6, 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, 52501, at 5:30 P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

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

Absent: None

Vacant: N/A

* * * * *

Council Member Caviness introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Hoffman seconded the motion to adopt. The roll was called and the vote was,

AYES: Galloway, Hoffman, McAntire, Caviness, Bossou

NAYS: None

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

RESOLUTION NO. 31-2024

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ottumwa, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000, as authorized by Sections 384.24A and 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Council will meet at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at 5:30 P.M., on the 20th day of February, 2024, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for general corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of the acquisition, construction, reconstruction, improvement and equipping of recreation buildings, including the Bridgeview Center and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$700,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: January 31, 2024 and February 9, 2024))

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES
OF THE CITY (FOR GENERAL CORPORATE PURPOSES),
AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 20th day of February, 2024, at 5:30 P.M., at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of the acquisition, construction, reconstruction, improvement and equipping of recreation buildings, including the Bridgeview Center. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

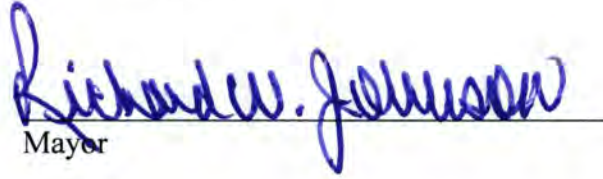
Dated this 6 day of February, 2024.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

PASSED AND APPROVED this 6th day of February, 2024.


Mayer

ATTEST:


City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

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

WITNESS my hand and the seal of the Council hereto affixed this 6 day of February, 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
(Not to Exceed \$700,000 General Obligation Capital Loan Notes) (GCP-2)

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 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
1-29-24 130

Item No. I.-6.

business

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Finance
Department

Jessica Kinser

Prepared By

Jessica Kinser

Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION 32-2024 FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

Public hearing required if this box is checked.

**This item is presented for a Public Hearing and is subject to a Public Hearing. If you have any questions, please contact the City Clerk at (319) 251-1234.

RECOMMENDATION: Approve the resolution as presented.

DISCUSSION: This resolution (32-2024) is only to set a public hearing for pre-levy purposes as part of the FY2025 budget purposes. Setting a public hearing does not bind the Council to borrow any funds. Any borrowing has to be done with a separate set of public hearings and legal proceedings.

This resolution is to set a public hearing for the items that are on the proposed borrowing list that are considered general corporate purpose, not-to-exceed \$700,000. General corporate purpose debt is for things not considered basic city services, like facilities and facility improvements among a number of other things and can be found in Iowa Code 384.24 (4).

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No

The items from the 2024 Proposed Borrowing list including the following:

- Financial Software: \$250,000
- South Fire Flooring Replacement: \$10,000
- IT Back-up Server Replacement: \$32,500
- MCG Fiber & Network Equipment: \$183,000
- IT Server (2) Replacement: \$155,000
- IT Tier 2 SAN Purchase: \$19,500

These total \$650,000. The \$700,000 authority provides the maximum authority available as a general corporate purpose bond.

A public hearing will be held at the February 20th regular meeting. Assuming the resolution at that meeting is approved, the City would be able to include a pre-levy as part of the fiscal year 2025 budget, meaning that property tax revenue would be available to pay an initial principal and interest payment in fiscal year 2025.

As of now, the proposed borrowing would not come before the City Council until May and June with bond proceeds to be received after July 1st.

32-2024

(To be published between: January 31, 2024 and February 9, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 20th day of February, 2024, at 5:30 P.M., at 102 Church Street, Ottumwa, Iowa, 52501, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of the acquisition, construction, reconstruction, improvement and equipping of City Hall, the Fire Station and other city facilities and buildings, including for technology upgrades and software. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

GCP-3

Dated this 6 day of February, 2024.

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

(End of Notice)

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

Not to Exceed \$700,000 General Obligation Capital Loan Notes (GCP-3)

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

February 6, 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, 52501, at 5:30 P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

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

Absent: None

Vacant: N/A

* * * * *

Council Member Caviness introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Hoffman seconded the motion to adopt. The roll was called and the vote was,

AYES: Galloway, Hoffman, McAntire, Caviness, Bossou

NAYS: None

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

RESOLUTION NO. 32-2024

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ottumwa, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000, as authorized by Sections 384.24A and 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Council will meet at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at 5:30 P.M., on the 20th day of February, 2024, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for general corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of the acquisition, construction, reconstruction, improvement and equipping of City Hall, the Fire Station and other city facilities and buildings, including for technology upgrades and software, and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$700,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: January 31, 2024 and February 9, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES
OF THE CITY (FOR GENERAL CORPORATE PURPOSES),
AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 20th day of February, 2024, at 5:30 P.M., at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of the acquisition, construction, reconstruction, improvement and equipping of City Hall, the Fire Station and other city facilities and buildings, including for technology upgrades and software. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

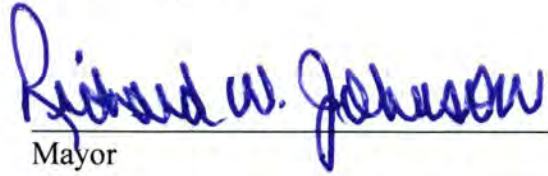
This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

Dated this 6 day of February, 2024.

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

(End of Notice)

PASSED AND APPROVED this 6th day of February, 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 6 day of February, 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
(Not to Exceed \$700,000 General Obligation Capital Loan Notes) (GCP-3)

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 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
2-1-24 9am

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

received

Council Meeting of: February 6, 2024

Engineering Department
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier
Department Head

P. J. Rute
City Administrator Approval

AGENDA TITLE: Resolution #34-2024. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2023 RFP #3 Hamilton Street Pavement Repair Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #34-2024.

DISCUSSION: This project removed and replaced 8" PCC pavement located on Hamilton Street at the intersection of Milner Street. The Contractor was responsible for saw cutting, removal and disposal of approximately 40 SY of PCC pavement, excavating and placing and finishing approximately 40 SY of 8" PCC pavement, sealing and site restoration.

Change Order #1 increased the contract sum by \$614.00 for quantity adjustments.

Original Contract Amount	\$ 6,140.00
Change Order #1	\$ 614.00
New Contract Amount	\$ 6,754.00
Less Previous Payments	\$ 5,833.00
Final Amount Due	\$ 921.00

The contractor has completed the work according to the Plans and Specifications and this will release all retainage, and authorize final payment.

RESOLUTION #34-2024
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR 2023 RFP #3 HAMILTON STREET PAVEMENT REPAIR PROJECT

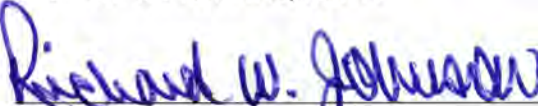
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on July 11, 2023 with DC Concrete & Construction of Douds, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$614.00. The total new contract sum is \$6,754.00. The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved. The 2023 RFP #3 Hamilton Street Pavement Repair Project is hereby accepted as complete, and authorization to make final payment to DC Concrete & Construction of Douds, Iowa in the amount of \$921.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6th day of February, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



**Section 640
CHANGE ORDER**

Project: RFP #3 Hamilton Street Pavement Repair To Contractor: DC CONCRETE & CONS

Change Order Number: 1

The Contract is changed as follows:

Adjustment of Qty-See Tab Sheet

	22-Jan-24
	<u>\$614.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	<u>\$614.00</u>

Base bid amount \$6,140.00

NEW PROJECT TOTAL \$6,754.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$6,140.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$6,140.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$614.00</u>
The new Contract Sum including this change order	<u>\$6,754.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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


 ENGINEER/
 DIRECTOR OF PUBLIC WORKS

01-30-2024
 DATE

DC CONCRETE & CONST.
 CONTRACTOR

1/22/2024
 DATE


 BY

CO-owner
 TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa PROJECT: RFP #3 Hamilton Street Pavement Repair PAY REQUEST NO. 2
FROM CONTRACTOR: DC CONCRETE & CONST. PAY PERIOD: 22-Jan-24
Final

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$6,140.00</u>
2. Net change by Change Orders	<u>\$614.00</u>
3. Contract Sum to Date (Line 1+ Line 2)	<u>\$6,754.00</u>
4. Total Completed and Stored to Date	<u>\$6,754.00</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$6,754.00</u>
7. Less Previous Payments	<u>\$5,833.00</u>
8. Current Payment Due	<u>\$921.00</u>

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

CONTRACTOR: DC concrete construction
BY: Dustin Coffman

DATE: 1/22/2024
TITLE: co-owner

ENGINEER'S CERTIFICATE FOR PAYMENT

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

[Signature]
ENGINEERING SUPERVISOR
[Signature]
DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$921.00
DATE: 1-30-2024
DATE: 01-30-2024

RFP #3 Hamilton Street Pavement Repair									
	2								
	1/22/2024								
ITEM	DESCRIPTION	DC CONCRETE & CONST.			AS BUILT		QUANTITY	% OF	
		UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT
1	PAVEMENT REMOVAL	SY	40	\$140.00	\$5,600.00	44	\$6,160.00	\$560.00	110.00%
2	8" PCC Pavement	SY	40	\$13.50	\$540.00	44	\$594.00	\$54.00	110.00%
				TOTAL	\$6,140.00				
				ASBUILT TOTAL			\$6,754.00		
								\$614.00	

received
2-1-24 12:5p

Item No. I.-8.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 6, 2024

Engineering
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier

Department Head

Phillip Burgmeier
City Administrator Approval

AGENDA TITLE: Resolution #36-2024. Approving Professional Services Construction Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. for the Blake's Branch Sewer Phase 8, Divisions 2 and 3 Projects.

****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 #36-2024.

DISCUSSION: This agreement provides for construction services for Phase 8 Divisions 2 and 3 for 20 months. The agreement combines Divisions 2 and 3 because they were once a single project and will be going on simultaneously. This duration is expected to encompass the entire construction time of Phase 8 Division 2. Since the Division 3 design is not complete an agreement including the entire construction phase of this project is not appropriate at this time. An amendment will be needed to finish construction services for Division 3.

Two types of services are included in the agreement; general services and resident review observation. General Services includes tasks such as reviewing shop drawings, interpreting plans and specs, reviewing and certifying payments, making site visits, and providing as-built plans. Resident review includes a full time onsite inspector to monitor construction activities. It is expected that for most phases of work a single inspector will cover Divisions 2 and 3 during the time the projects overlap. This inspector is the representative of the City in both quality control and problem resolution working closely with the Public Works Director. They also work with residents and business owners to assure reasonable access and to coordinate utility interruptions.

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: Yes

Total cost of the construction services as outlined in the Agreement is as follows:

General Services:	\$224,100.00
Resident Review:	\$465,600.00

The total fee for professional services during construction shall not exceed \$689,700.00.

RESOLUTION NO. #36-2024

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES
CONSTRUCTION AGREEMENT BETWEEN THE CITY OF OTTUMWA AND VEENSTRA &
KIMM, INC. FOR CSO, BLAKE'S BRANCH, PHASE 8, DIVISIONS 2 AND 3 PROJECTS.

WHEREAS, This agreement will provide the professional construction services during the construction of CSO, Blake's Branch, Phase 8, Divisions 2 and 3 Projects; and,

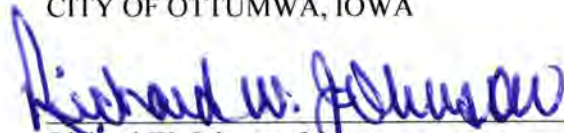
WHEREAS, This agreement is to provide professional engineering construction services for general services and resident review observation for Blake's Branch, Phase 8, Divisions 2 and 3 Projects; and

WHEREAS, The engineering construction services of Veenstra & Kimm, Inc., shall not exceed \$689,700.00 as described in the agreement

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

APPROVED, PASSED, AND ADOPTED, this 6th day of February, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST.


Christina Reinhard, City Clerk



AGREEMENT

OTTUMWA, IOWA BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 2 AND DIVISION 3 CONSTRUCTION SERVICES PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 6 day of February, 2024 between the **CITY OF OTTUMWA, IOWA**, hereinafter referred to as the **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH, THAT WHEREAS, the City retained the services of the Engineers to provide design engineering services for the construction of two sewer separation projects referred to as **Blake's Branch Sewer, Phase 8, Division 2, 4th Street Sewer Separation**, and **Blake's Branch Sewer Separation Phase 8, Division 3**, or **Projects**, and

WHEREAS, the Engineers have completed the design of the Division 2 Project, and

WHEREAS, the City has requested proposals from Contractors for construction of the Division 2 Project, and

WHEREAS, the City desires to award a construction contract to the lowest responsive and responsible bidder of the Division 2 Project at the February, 6, 2024, City Council meeting, and

WHEREAS, the City desires to retain the Engineers to provide construction engineering services on both Division 2 and Division 3 Projects for 20 months.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain the Engineers to act for and represent it in engineering matters on the Project. Such agreement shall be subject to the following terms, conditions and stipulations, to wit:

1. **SCOPE OF PROJECT**. It is understood and agreed the Project shall include the following improvements:
 - a. Provide Construction Services for the Blake's Branch Sewer Separation Project, Phase 8, Division 2, 4th Street Sewer Separation project. Division 2, 4th Street Sewer Separation project shall include sewer separation on Plum Street, Birch Street, 4th Street, and Ash Street as described in the Design Drawings dated November 7, 2023.
 - b. Provide Construction Services for the Blake's Branch Sewer Separation, Phase 8, Division 3 project. Division 3 project shall include sewer separation beginning at the intersection of Birch Street and alley to the intersection of Jefferson Street and Norris Street. The Project will separate combined sewers connecting between Division 2 and Division 3. The Project will include replacement of old water mains

within the streets disturbed for construction of new sewers. Streets disturbed by construction of new sewers will receive new pavement and sidewalks.

2. **PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct separate preconstruction conferences for Division 2 and Division 3 projects following award of the construction contract. Said conferences to be attended by representatives of the City, the Engineers, the Contractor, and utility companies affected by the Projects. At this conference a detailed construction schedule will be determined.
3. **GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction for Division 2 and Division 3 projects. Documentation of Division 2 and Division 3 will be separated to provide a construction history of the projects. Both projects will be separate including, but not limited to, the following:
 - a. Establish benchmark and/or base line to permit start of construction work.
 - b. Consult with and advise Owner.
 - c. Coordinate work of testing laboratories for concrete and moisture density tests.
 - d. Assist in interpretation of plans and specifications.
 - e. Review shop drawings and data of manufacturers.
 - f. Process and certify payment estimates of the Contractor to Owner.
 - g. Prepare and process necessary change orders or modifications to the construction contract.
 - h. Make routine and special trips to the Project site as required.
 - i. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
 - j. Provide the City with a reproducible set of plans showing final construction. One hardcopy (full size) and one electronic copy will be provided.

4. **RESIDENT REVIEW SERVICES.**

The Engineers shall provide resident review services during construction including, but not limited to, the following:

- a. Provide resident review services understood to include the detailed observation and review of work of the Division 2 and Division 3 Contractors and materials to assure compliance with the plans and specifications for both projects.
 - b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a regular basis during construction work on the Project. With the complexity of the project and overall amount of construction that could take place during construction of both Division 2 and Division 3 projects, the Engineers may at times require two (2) engineering technicians to insure proper review of the construction work.
5. **FINAL REVIEW.** The Engineers shall make a final review of both Division 2 and Division 3 Project after construction is completed to determine the construction substantially complies with the plans and specifications. The Engineers shall certify the completion of the work to the City when construction substantially complies with the plans and specifications.
6. **COMPENSATION.** The City shall compensate the Engineers for their services by payment of the following fees:
- a. For services under this Agreement, a fee on the basis of the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the Engineers for work associated with the Project.
 - b. The total fee for engineering services during construction as set forth in 2. **PRECONSTRUCTION CONFERENCE**, 3. **GENERAL SERVICES DURING CONSTRUCTION**, and 5. **FINAL REVIEW** shall not exceed the sum of Two Hundred Twenty-Four Thousand one Hundred Dollars (\$224,100).
 - c. The total fee for engineering services during construction as set forth in 4. **RESIDENT REVIEW SERVICES** shall not exceed the sum of Four Hundred Sixty-Five Thousand Six Hundred Dollars (\$465,600). The fee for resident review services is based on a maximum of four thousand two hundred (4,200) hours of resident review based on standard hourly fees.
 - d. The maximum fee for engineering services during construction of Division 2 and Division 3 projects shall be based on 20 months of construction. An amendment to the agreement will be prepared to finish construction engineering services for the Division 3 project. Services set forth under the compensation level in this part of the Agreement shall not include services beyond the Division 3 contract completion date. Services beyond the original contract completion date, whether extended by the City or by the construction contractor, shall be considered Extra Work.

7. **PAYMENT.** The fees shall be due and payable as follows:
- a. For design and preparation of the plans and specifications, and for easement preparation services, the fee shall be due and payable monthly.
 - b. For general services during construction, resident review and final review, the fee shall be due and payable monthly.
8. **LEGAL SERVICES.** The City shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
9. **SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:
- a. Services associated with construction staking.
 - b. Services associated with construction testing services.
 - b. Services associated with easement preparation, easement acquisition or condemnation proceedings.
 - c. Services associated with soil or groundwater pollution testing and abatement.
 - d. Services associated with historical/archaeological investigations.
 - e. Services associated with exploratory excavation to locate utilities and pipelines.
 - f. Services associated with special assessments.
 - g. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract awarded by the City of Ottumwa for construction of the Project.
 - h. Services associated with preparing plans, specifications, and bidding documents for more than one construction contract.
 - i. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

- 10. CHANGES AND EXTRA WORK.** The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work. The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized. Compensation for any easement services shall be based on the standard hourly fees of the Engineers plus expenses incurred.
- 11. TIME OF COMPLETION.** The Engineers shall complete the work outlined in this Agreement within a time mutually agreed upon by the City and Engineers.
- 12. SUSPENSION.**
- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.
 - b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.
- 13. TERMINATION.**
- a. In the event of termination of this Agreement by either party, the Owner shall, within fifteen (15) calendar days of termination, pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.
 - b. The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Engineer not less than seven (7) calendar days written notice.
 - c. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
 - 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 - 2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.

3. Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.
 4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- d. In the event of any termination that is not the fault of the Engineer, the Owner shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

14. DISPUTE RESOLUTION.

- a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

15. BETTERMENT. When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.

16. CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call for renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

17. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
18. **ASSISTANTS.** It is understood and agreed that the employment of the Engineers by the City for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants as they may deem proper in the performance of the work.
19. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state this Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF OTTUMWA, IOWA

ATTEST:

By Richard W. Johnson
Mayor

By Christina Reinhard
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By Randy Johnson
Randy M. Johnson, P.E.

By Patricia Jass-Roth

received
2-1-24 9AM

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 6, 2204

Engineering
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier

Department Head

Raf Rute

City Administrator Approval

AGENDA TITLE: Resolution #37-2024 - Approving Amendment to Professional Services Agreement for engineering services between the City of Ottumwa and Veenstra & Kimm, Inc. for the Blake's Branch, Phase 8, Division 2 Sewer Separation Project.

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

RECOMMENDATION: Pass and adopt Resolution #37-2024.

DISCUSSION: The City of Ottumwa entered into an Agreement for Professional Services with Veenstra & Kimm, Inc. on June 1, 2021. This agreement was for professional services to design Phase 8 Division 2. Since then the City received the EPA STAG Grant which prompted us to split off a portion of the project around 4th Street, add work on Plum Street, and call it Division 2. The remaining project was renamed Division 3. This resulted in extra work in order to modify the plans, perform 2 lettings instead of 1, and to meet STAG Grant requirements. In addition, the original scope of work anticipated \$10,000,000 worth of construction to be designed, whereas now it is anticipated to be \$19,000,000.

The Amendment to the Professional Services Agreement will add design services for additional work as outlined above. Total additional cost of design as outlined in the Agreement shall not exceed the sum of \$39,800.00.

Original Agreement \$695,000.00
Amendment \$ 39,800.00
New Agreement \$734,800.00

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION NO. #37-2024

A RESOLUTION APPROVING THE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OTTUMWA AND VEENSTRA & KIMM, INC. FOR CSO, PHASE 8, DIVISION 2, SEWER SEPARATION PROJECT

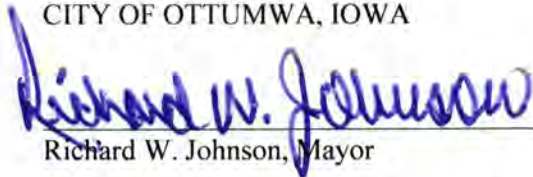
WHEREAS, This Amendment to the Professional Services Agreement will provide additional design services for assistance in developing a workplan and secure the State and Tribal Assistance Grant for the construction of CSO, Phase 8, Division 2, Blake's Branch, and,

WHEREAS, The Amendment to the consulting engineering services of Veenstra & Kimm, Inc., shall not exceed \$39,800 resulting in a new total sum for professional services of \$734,800.00.

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

APPROVED, PASSED, AND ADOPTED, this 6th day of February, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

FIRST AMENDMENT TO AGREEMENT

**OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 2 AND 3
PROFESSIONAL ENGINEERING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 6 day of ~~January~~ ^{February} 2024, by and between the **CITY OF OTTUMWA, IOWA**, hereinafter referred to as the **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**.

WITNESSETH, THAT WHEREAS, in an Agreement dated June 1, 2021, the City retained the services of the Engineers to provide design engineering services for the construction of a sewer separation project referred to as **Blake's Branch Sewer Separation, Phase 8, Division 2 and Division 3, or Project**, and

WHEREAS, the U.S. President signed the FY2022 Consolidated Appropriations Act into law on March 15, 2022, and;

WHEREAS, The Consolidated Appropriations Act included funding for the State and Tribal Assistance Grants (STAG) account for 438 drinking water, wastewater water and stormwater infrastructure grants, and;

WHEREAS, the City is a recipient of STAG Clean water grant for the Blake's Branch Sewer projects.

WHEREAS, the City requested the Engineers update the Blake's Branch Sewer Separation projects to include a reduced scope for Division 2 to utilize the STAG Grant funding and change the scope of work for Division 3, and;

WHEREAS, City requested the Engineers assist in developing the STAG project workplan, assist in obtaining environmental clearance, and include STAG grant requirements in project documents, and;

WHEREAS, Division 2 project is entitled Blake's Branch Sewer Separation Phase 8, Division 2, 4th Street Sewer Separation, and;

WHEREAS, the City requested the Engineers to add design engineering services to update Division 2 project documents, and;

WHEREAS, the City desires to amend the Agreement dated June 1, 2021 to add design engineering services for the Project.

NOW, THEREFORE, it is agreed by and between the parties hereto that the Agreement dated June 1, 2022 be amended by the following additions, deletions and modifications, to wit:

1. Under "**1. SCOPE OF PROJECT**" delete paragraph "a" in its entirety and add the following:

"a. Division 2 project shall include the design of separate storm sewer on Plum Street, additional PCC pavement removal and replacement on Ash Street, approximately 500 Linear Feet of separate sanitary sewer on N. Birch Street and 2,800 Linear Feet of separate sanitary sewer on 4th Street between N. Birch to N. Ash Street, 3,430 of storm sewer on 4th Street and Ash Street, approximately 1,900 Linear Feet of water main, approximately 13,500 Square Yards of 8" PCC pavement, 4,000 Square Yards of sidewalk and driveways, manholes, intake structures, hydrant assemblies, water and sanitary services, surface restoration and miscellaneous associated work including cleanup. The estimated construction cost of additional sewer separation improvements will be approximately Five Million Seven Hundred Thousand Dollars (\$5,700,000).".

"b. Division 3 project shall include the Design of approximately 2,300 linear feet of a separate sanitary sewer trunk pipe beginning at the end of Blake's Branch Sewer Separation Phase 8, Division 2 construction (north of intersection of Birch Street and 4th Street) and extend north to the intersection of N. Jefferson Street and Norris Street. The Project anticipates replacement of storm sewer structures and pipe within the bounded area and to reuse the existing combined sewer pipe as a sanitary sewer. The Project will include replacement of old water mains within the streets disturbed for construction of new sewers. Streets disturbed by construction of new sewer will receive new PCC pavement and sidewalks. The estimated construction cost of the Project will be approximately Thirteen Million three Hundred Thousand Dollars (\$13,300,000).".

2. Under "**9. FINAL PLANS AND SPECIFICATIONS**", delete the paragraph in its entirety and add the following:

"**9. FINAL PLANS AND SPECIFICATIONS.** Under this work task the final plans and specifications for the improvements will be prepared. The final plans and specifications will include any review comments received from the City's review of the check set of plans and specifications.".

3. Under "**10. ESTIMATE OF COST**" delete the paragraph in its entirety and add the following:

"10. ESTIMATE OF COST. The Engineer shall prepare an estimate of cost for the construction of the Project. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineer shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineer shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations."

4. Under **"15. COMPENSATION"** add the following subparagraph:

"b. The fee for additional engineering design services to update the Blake's Branch Sewer Separation projects, assist the City in developing STAG work plan, STAG environmental clearance, add STAG requirements to construction documents and additional street separation for the updated Project set out in "2. Scope of Services" shall be based on the standard hourly fees for the time the Engineers; personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by the personnel who are actually engaged in the work. The total additional engineering design services shall not exceed the sum of Thirty-Nine Thousand, Eight Hundred Dollars (\$39,800).

5. Except as amended herein the Agreement dated June 2, 2021, as amended, shall remain in full force and effect.

The undersigned do hereby covenant and state this Second Amendment to Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Second Amendment to Agreement, nor have any of the above been implied by or for any party to this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF OTTUMWA, IOWA

ATTEST:

By Richard W. Johnson
Mayor

By Christina Reinhard
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By Rand Jels

By Patricia Lass-Roth

received
1-30-24 830p

Item No. I.-10.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 38-2024, A Resolution Waiving Building Permit Fees for the Ottumwa Community Schools Tennis Courts Project

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 38-2024.

DISCUSSION: The Ottumwa Schools have proposed to construct eight tennis courts at Center Ave. The Council has previously allocated \$700,000 in CIP funds for this project, as outside of practice times, the courts will also be available for public use. The existing tennis courts at our parks are in poor condition and these new courts will lessen the need for new parks courts and provide an appropriate venue for recreation and tennis tournaments.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

Building permit fees are routinely waived for projects undertaken directly by the City or on City property. While the City is a partner in this project, it is not on City property and is not a City project, so the request for fee waiver needs approved by Council. Building permit fees are based on project valuation, and the exact valuation is unknown, but at a conservative estimate of \$2,000,000, the total building permit and plan review fee would be \$10,560.

RESOLUTION NO. 38-2024

A RESOLUTION WAIVING BUILDING PERMIT FEES FOR THE OTTUMWA
COMMUNITY SCHOOLS TENNIS COURTS PROJECT

WHEREAS, the Ottumwa Community School District has proposed to construct eight tennis courts at Center Avenue, and

WHEREAS, the City of Ottumwa has invested capital funds in this project; and

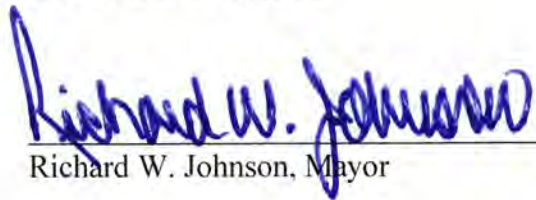
WHEREAS, outside of practice times needed for Ottumwa Schools athletes, these tennis courts will be available to the public;

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

Commercial building permit fees, plan review fees, electrical, plumbing and mechanical permit fees for the Ottumwa Schools Tennis Courts Project be waived.

Passed and adopted this 6th day of February, 2024

City of Ottumwa, Iowa


Richard W. Johnson, Mayor

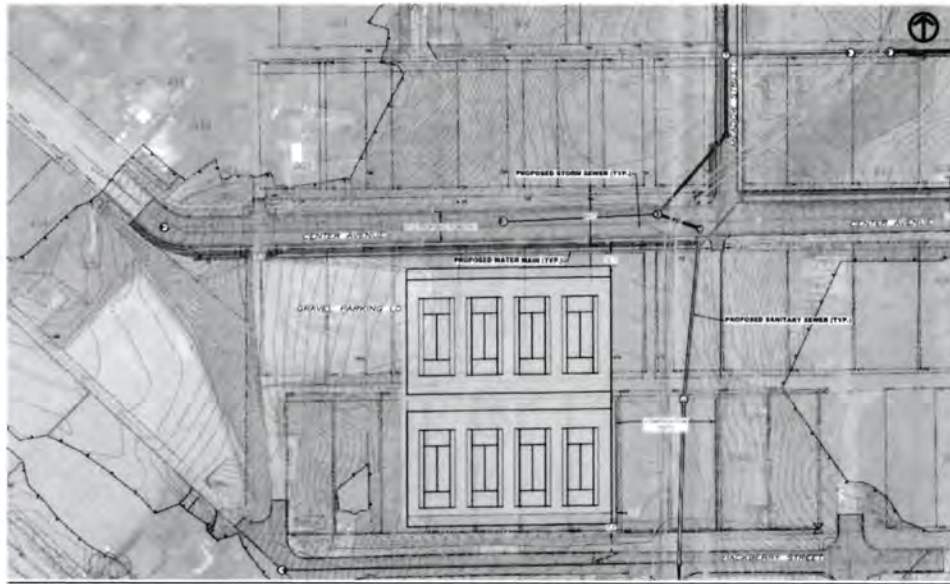
ATTEST:



Chris Reinhard, City Clerk

OTTUMWA COMMUNITY SCHOOLS TENNIS COURTS

Ottumwa, IA 52501



CLIENT CONTACT INFORMATION
DAVE HARRIS
CHIEF OPERATIONS OFFICER
PHONE: (319) 684-6937 EXT. #6112

VISION CONTACT INFORMATION
CARY SCHROEDER, PE, INC.
TECHNICAL LEADER
PHONE: (562) 952-2114

SHEET INDEX

SHEET	SHEET NAME	REVISION DATE	REV.
C000	GENERAL NOTES		
C001	GENERAL NOTES		
C100	EXISTING CONDITIONS		
C200	EROSION CONTROL PLAN		
C201	EROSION CONTROL NOTES		
C202	EROSION CONTROL NOTES		
C300	EROSION CONTROL DETAILS		
C301	EROSION CONTROL DETAILS		
C302	EROSION CONTROL DETAILS		
C400	IRRI PLAN		
C401	IRRI PLAN		
C402	IRRI ELEVATION PLAN - NORTH		
C403	IRRI ELEVATION PLAN - SOUTH		
C404	CUT/FILL PLAN		
C405	RETAINING WALL PLAN & PROFILE		
C500	DETAIL SHEET		
D000	COVER SHEET	11/15/2023	1
L100	LANDSCAPE PLAN		
L101	LANDSCAPE NOTES		
S001	POST-TENSION SLAB NOTES AND SPECIAL INSPECTION SCHEDULE		
S100	POST-TENSION SLAB PLAN - OVERALL		
S101	POST-TENSION SLAB PLAN		
S200	DETAILS - POST-TENSION		

INSTRUCTIONS TO BIDDERS

- SEALED BIDS WILL BE RECEIVED ON TUESDAY, NOVEMBER 7, 2023 AT 2:00 PM PREVAILING TIME FOR THE TENNIS COURT PROJECT BY:
THE BOARD OF EDUCATION, OTTUMWA COMMUNITY SCHOOLS DISTRICT
1112 N. VAN BUREN
OTTUMWA, IA 52501
- LUMP SUM BID PROPOSALS WILL BE RECEIVED FOR THIS PROJECT AT THE SCHEDULED TIME OF RECEIPT OF BIDS ABOVE AND WILL BE PUBLICLY OPENED AT THAT TIME.
- A PRE-BID CONFERENCE WILL BE HELD ON THURSDAY, NOVEMBER 2, 2023 AT 1:00 PM (CST) AT THE OTTUMWA DISTRICT OFFICE, 1112 N. VAN BUREN, OTTUMWA, IA 52501. ALL BIDDERS ARE STRONGLY ENCOURAGED TO ATTEND AND SIGN IN AT THE MEETING WHICH WILL ALSO BE ATTENDED BY THE OWNER.
- ALL BIDDERS ARE STRONGLY ENCOURAGED TO PERFORM A SITE VISIT PRIOR TO SUBMITTING BIDS.
- BID SECURITY IN THE FORM OF A BID BOND, CERTIFIED CHECK OR CASH IN AN AMOUNT EQUAL TO FIVE PERCENT OF THE BASE BID AMOUNT SHALL BE SUBMITTED WITH THE BID. SHOULD A BID BOND BE SUBMITTED, THE BID BOND SHALL BE PAYABLE TO THE BOARD OF EDUCATION - OTTUMWA COMMUNITY SCHOOLS DISTRICT.
- BIDS SHALL BE SUBMITTED ON OR BEFORE THE SPECIFIED CLOSING TIME IN AN OPAQUE SEALED ENVELOPE ADDRESSED TO:
OTTUMWA COMMUNITY SCHOOLS DISTRICT
ATTN: MR. MARK MCGURRIGORY, SUPERINTENDENT
1112 N. VAN BUREN
OTTUMWA, IA 52501
- THE BOARD OF EDUCATION RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS OR PART THEREOF OR MAKE ANY ERRORS, AMENDMENTS, OR MODIFICATIONS, AND TO MAKE THE AWARD IN THE BEST INTEREST OF THE DISTRICT.
- CONTRACTOR MAY OBTAIN ELECTRONIC BID DOCUMENTS AT NO COST IN PDF FORM THROUGH DAVE HARRIS AT DAVID.HARRIS@OTTUMWASCHOOLS.COM OR THROUGH CARY SCHROEDER AT CSCHROEDER@OLSSON.COM OR VIA THE STATE OF IOWA AT <http://iainquiries.iowa.gov>
- CONTRACTORS SHALL BE RESPONSIBLE FOR ANY HARD COPY SETS OF PLANS OR SPECIFICATIONS AT THE CONTRACTORS COST.

olsson

Engineering - Mechanical, Civil, Electrical
1000 North Park Drive
Ottumwa, IA 52501
Tel: 319.684.1511
Fax: 319.684.1512
www.olsson.com

REV. NO.	DATE	REVISION DESCRIPTION
	11/15/2023	ADDRESS/REV. #1

COVER SHEET
OTTUMWA COMMUNITY SCHOOLS
TENNIS COURTS
OTTUMWA, IA

Drawn by	SKA
Checked by	KJC
Approved by	CS
QA/QC by	CS
Project no.	
Drawing no.	
Date	10/19/2023

SHEET
G000

C:\Users\carr\OneDrive\Documents\Projects\Ottumwa\Ottumwa_Tennis Courts\2023\11-15-23\11-15-23.dwg
 11/15/2023 10:15:47 AM

received
1-30-24 830p

Item No. I.-11.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Zach Simonson

Prepared By

Zach Simonson

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 40-2024, A Resolution Approving a Termination Agreement with 1919 Architects

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 40-2024.

DISCUSSION: The City entered into a professional services agreement with 1919 Architects to provide architectural services to design site plan prototypes and complete construction-ready drawings for middle density housing suitable for the Housing Opportunity Infill program as well as market-rate single-family housing. This project was budgeted \$150,000 from the ARPA funds of which \$30,120 has been invoiced so far.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

The work created so far includes site plans and floor plans for potential development which will continue to be useful in developing the Housing Opportunity program as well as for other projects. However, Staff and the contractor had trouble synthesizing the work completed so far into a the project that was intended. This project will be revisited and it might be necessary to include a planner who can package the site plans in a way that suits the program.

Rather than continue to spend funds without correcting the direction, staff recommends terminating the agreement and revisiting this program in the the future. The contractor has agreed to mutual termination. The contractor has provided all work product created to date and there are no outstanding invoices.

The remaining funds budgeted for this project include \$114,651 which will be transferred on the transfer resolution considered on 2/6 to fund 309 for the Greater Ottumwa Parks Master Plan and the remaining \$5,229 will stay in the ARPA fund.

RESOLUTION NO. 40-2024

A RESOLUTION APPROVING A TERMINATION AGREEMENT WITH 1919
ARCHITECTS

WHEREAS, the City entered into a professional services agreement on June 14, 2022 for which 1919 Architects was to provide architectural services for Missing Middle Medium Density Infill and Market-Rate Single Family Housing Site Plan Prototypes, Drawings, Specifications and Cost Estimates; and

WHEREAS, the parties now desire to terminate the agreement; and

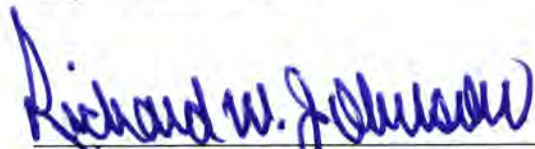
WHEREAS, there are no outstanding invoices for this project and all work product created to date has been provided to the City by 1919 Architects;

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

The Termination Agreement between the City of Ottumwa and 1919 Architects be approved and executed.

Passed and adopted this 6th day of February, 2024

City of Ottumwa, Iowa


Richard W. Johnson, Mayor

ATTEST:




Chris Reinhard, City Clerk

TERMINATION AGREEMENT

This Termination Agreement is made on January 23, 2024 and is between the City of Ottumwa (the “City”) and 1919 Architects (“1919”).

The parties entered into an Agreement Between Owner and Architect on June 14, 2022, for which 1919 was to provide architectural services for Missing Middle Medium Density Infill and Market-Rate Single Family Housing Site Plan Prototypes, Drawings, Specifications, and Cost Estimates (the “Agreement”). The parties now desire to terminate the Agreement.

The parties therefore agree as follows:

1. **Termination.** The Agreement shall terminate on the date first written above. Upon termination of the Agreement no party shall have any obligation to any other party concerning the matters set forth in the Agreement.

2. **Release.** The parties and their respective officers, directors, employees, agents, and affiliated or related entities, do hereby, except for the obligations set forth in this Termination Agreement, release each other party and those other parties’ respective officers, directors, employees, agents, assigns, and successors-in-interest from all liability they may have by reason of the Agreement. The parties agree never to institute against the released parties any suit asserting claims arising out of the Agreement. The parties acknowledge the sufficiency of the consideration in this Termination Agreement in full, complete, and final release of all claims, whether known or unknown, against the released parties arising out of the Agreement.

3. **Entire Agreement.** This Termination Agreement reflects the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all agreements, negotiations, or discussions, whether oral or written. This Termination Agreement may not be amended except by a subsequent writing signed by all parties to this agreement.

4. **Counterparts.** This Termination Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

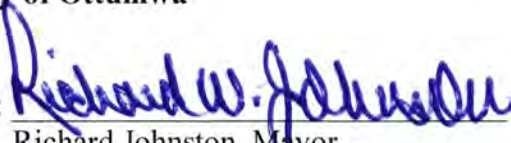
5. **Severability.** The invalidity of any provision of this Termination Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision.

[The parties are signing this agreement on the following page]

The parties are signing this agreement on the date written in the introductory paragraph.

City of Ottumwa

1919 Architects

By: 
Richard Johnston, Mayor

By: 
Ronald G. Billy, Jr., President

received
131.24 330pm

received

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 6, 2024

Finance
Department

Jessica Kinser
Prepared By
Jessica Kinser
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 41-2024, Authorizing the Transfer of Funds to Greater Ottumwa Partners in Progress (GoPIP) from the City of Ottumwa for RAGBRAI, 2024.

Public hearing required if this box is checked.

The City of Ottumwa's public hearing must be attached to the Staff Summary of the Board of Supervisors a per Attachment B of the City Charter.

RECOMMENDATION:

PASS AND ADOPT RESOLUTION NO. 41-2024 - A
RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS TO
GREATER OTTUMWA PARTNERS IN PROGRESS FOR
RAGBRAI

DISCUSSION:

The City has maintained a separate checking account holding funds for a future RAGBRAI for years. With Ottumwa being an overnight town in 2024, the funds are being requested by GOPIP to start the work and planning. The current balance in the account is \$31,421.35. Prior to FY22, a payment was issued out of the City's RAGBRAI fund (169) for \$165.20, which came out of the City's general checking account. I am recommending this amount be withheld from a distribution, and the balance of \$31,256.15 be issued to GOPIP. Fund 169 has not had any budgeted activity, so this would be added as part of the FY24 amended budget.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: Yes

RESOLUTION NO. 41-2024

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS TO GREATER OTTUMWA
PARTNERS IN PROGRESS FOR RAGBRAI

WHEREAS, the City of Ottumwa has maintained a separate account for funds for future RAGBRAI events that currently holds \$31,421.35; and,

WHEREAS, Ottumwa will be an overnight stop on RAGBRAI in 2024; and

WHEREAS, Greater Ottumwa Partners In Progress has requested to be the fiscal agent of the RAGBRAI funds; and

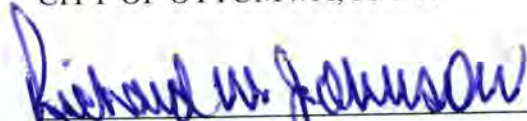
WHEREAS, the City has a fund in the accounting system for RAGBRAI that has a negative balance of \$165.20 that should be reimbursed from the RAGBRAI account;

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

The Interim Director of Finance is to close the existing account and issue a check to Greater Ottumwa Partners in Progress totaling \$31,256.15.

APPROVED, PASSED, AND ADOPTED, this 6TH day of February, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



RESOLUTION NO. 248-2016

RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO OPEN A SAVINGS ACCOUNT WITH WELLS FARGO BANK IOWA NA FOR INVESTING EXCESS RAGBRAI FUNDS.

WHEREAS, the City of Ottumwa received funds from the RAGBRAI committee to be used as "seed" money for future economic events in the City and,

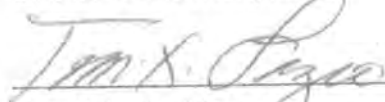
WHEREAS, the City of Ottumwa wishes to separate and invest these funds for the benefit of future recipients.

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

The Director of Finance is authorized to open a savings account at Wells Fargo Bank Iowa NA and deposit said funds into it.

APPROVED, PASSED, AND ADOPTED this 18th day of October 2016.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Amanda Valent, City Clerk

received
2-1-24 9AM

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 6, 2024

Phillip Burgmeier

Prepared By

Phillip Burgmeier
Department Head

Engineering Department

Department

Ph. R. R.

City Administrator Approval

AGENDA TITLE: Resolution #42-2024. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2023 Asphalt Street Repair Program.

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

RECOMMENDATION: Pass and adopt Resolution #42-2024.

DISCUSSION: This project is for our annual asphalt street repair program, which started in 2003, and is used to set unit price cost. The work will consist of overlays on various streets in the city. Staff have reviewed the sewer conditions and ADA requirements for each of the streets listed below.

Change Order #1 decreases the contract sum by \$1,111,877.88 for the reduction of quantity adjustments.

Norris Asphalt Paving of Ottumwa, Iowa has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #1 with final payment releasing all retainage.

Street completed: N. Adams

Original Contract Amount	\$ 1,476,006.50
Change Order #1	<u>\$(1,111,877.88)</u>
New Contract Amount	\$ 364,128.62
Less Previous Payments	<u>\$ 345,922.19</u>
Final Amount Due	\$ 18,206.43

Funding Source:

\$ 750,000.00 FY 2022/2023 (\$36,885.65 - Parks Department, Ottumwa Cemetery)

\$ 750,000.00 FY 2023/2024 (Budgeted amount)

Source of Funds: ESPR Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #42-2024

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR THE 2023 ASPHALT STREET REPAIR PROGRAM.

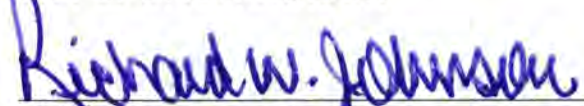
WHEREAS, The City Council of the City of Ottumwa, awarded a contract on October 3, 2023 to Norris Asphalt Paving of Ottumwa, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreases the contract amount by \$1,111,877.88. The total new contract sum is \$364,128.62. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The 2023 Asphalt Street Repair Program is hereby accepted as complete and authorization to make final payment to Norris Asphalt Paving of Ottumwa, Iowa in the amount of \$18,206.43 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6th day of February, 2024

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

Section 640
CHANGE ORDER

Project: 2023 Asphalt Program

To Contractor: Norris Asphalt Paving

Change Order Number: 1

1/2/2024

The Contract is changed as follows:

Qty Adjustment See Tab Sheet

-\$1,111,877.88

add line item for Class 10 Excavation \$45/CY

add line item for Geo-Grid \$8.50/SY

add line item to remove and relay rock \$150/HR

(see tab sheet for quantities)

-

-

-

Total: (\$1,111,877.88)

Base bid amount \$ 1,476,006.50

NEW PROJECT TOTAL \$364,128.62

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was \$1,476,006.50

Net change by previously authorized Change Orders \$0.00

The Contract Sum prior to this change order \$1,476,006.50

The Contract Sum will be decreased by this change order in the amount of (\$1,111,877.88)

The new Contract Sum including this change order \$364,128.62

The Contract Time will be unchanged by 0 days

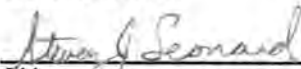
The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.


ENGINEER/PUBLIC WORKS DIRECTOR

105 E. 3rd St.
ADDRESS

Ottumwa, IA 52501

Norris Asphalt Paving
CONTRACTOR


BY: Steven J. Leonard

Vice President
TITLE:

1/2/24
DATE

SECTION 630
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2023 Asphalt Program

PAY REQUEST NO. 2

FROM CONTRACTOR: Norris Asphalt Paving Co.

PAY PERIOD: 2-Jan-24

Final

CONTRACTOR'S APPLICATION FOR PAYMENT

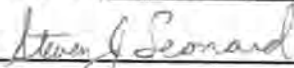
Application for payment is made as follows:

1. Original Contract Sum	<u>\$1,476,006.50</u>
2. Net change by Change Orders	<u>(\$1,111,877.88)</u>
3. Contract Sum to Date (Line 1+ Line 2)	<u>\$364,128.62</u>
4. Total Completed and Stored to Date	<u>\$364,128.62</u>
5. Retainage: % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$364,128.62</u>
7. Less Previous Payments	<u>\$345,922.19</u>
8. Current Payment Due	<u>\$18,206.43</u>

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

CONTRACTOR: Norris Asphalt Paving Co., LC


DATE: 1/2/24

BY: 
Steven J. Leonard

TITLE: Vice President

ENGINEER'S CERTIFICATE FOR PAYMENT

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

ENGINEER: 

AMOUNT CERTIFIED: \$18,206.43

DATE: 01-31-2024

ASPHALT STREET REPAIR PROGRAM 2023- OTTUMWA, IOWA

1/2/2024														
ITEM	DESCRIPTION	Range	Unit	Quantity	NORRIS ASPHALT INC.		ASBUILT		Adams St.-Main to 2nd		Street		Street	
					Price	Extension	Qty	Extension	Qty	Extension	Qty	Extension	Qty	Extension
1	2303-0031500-HMA-Base Course (1,000,000ESAL)	100-250	TN	100	\$ 195.00	\$ 19,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	2303-0031500-HMA-Base Course (1,000,000ESAL)	250-500	TN	250	\$ 161.00	\$ 40,250.00	391.83	\$ 63,084.63	391.83	\$ 63,084.63	0	\$ -	0	\$ -
3	2303-0031500-HMA-Base Course (1,000,000ESAL)	500-750	TN	500	\$ 157.50	\$ 78,750.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
4	2303-0031500-HMA-Base Course (1,000,000ESAL)	750-1000	TN	750	\$ 152.25	\$ 114,187.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -
5	2303-0031500-HMA-Base Course (1,000,000ESAL)	1000-1500	TN	1000	\$ 150.00	\$ 150,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
6	2303-0031500-HMA-Base Course (1,000,000ESAL)	1500-2000	TN	1500	\$ 149.00	\$ 223,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
7	2303-0033500-HMA-Surface Course (1,000,000ESAL)	100-250	TN	100	\$ 200.00	\$ 20,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
8	2303-0033500-HMA-Surface Course (1,000,000ESAL)	250-500	TN	250	\$ 168.00	\$ 42,000.00	283.04	\$ 47,550.72	283.04	\$ 47,550.72	0	\$ -	0	\$ -
9	2303-0033500-HMA-Surface Course (1,000,000ESAL)	500-750	TN	500	\$ 158.50	\$ 79,250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
10	2303-0033500-HMA-Surface Course (1,000,000ESAL)	750-1000	TN	750	\$ 153.30	\$ 114,975.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
11	2303-0033500-HMA-Surface Course (1,000,000ESAL)	1000-1500	TN	1000	\$ 151.25	\$ 151,250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
12	2303-0033500-HMA-Surface Course (1,000,000ESAL)	1500-2000	TN	1500	\$ 150.00	\$ 225,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
13	2599-9999006-Tack Coat Emulsion	500-1500	GAL	500	\$ 5.00	\$ 2,500.00	100	\$ 500.00	100	\$ 500.00	0	\$ -	0	\$ -
14	2121-7425020-Compacted Granular Shoulders, Type B	50-500	TN	50	\$ 46.50	\$ 2,325.00	1375.82	\$ 63,975.63	1375.82	\$ 63,975.63	0	\$ -	0	\$ -
15	2303-3400000-Manhole Adjustment (if needed)	1	EA	1	\$ 1,900.00	\$ 1,900.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
16	2318-1001210- Full Depth Reclamation (8" Depth)	4000-10000	SY	4000	\$ 11.00	\$ 44,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
17	2318-1001230- Mineral Stabilizing Agent, Fly Ash, Type-C	271-541	TN	217	\$ 305.00	\$ 66,185.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
BASE BID TOTAL					\$ 1,375,572.50		\$ 175,110.98		\$ 175,110.98		\$ -		\$ -	
ALTERNATE BID ITEM														
18	2212-5070310-HMA Full Depth Patch	50-500	SY	50	\$ 85.00	\$ 4,250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
19	2212-5070310-PCC Full Depth Patch	50-500	SY	50	\$ 165.00	\$ 8,250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
20	2214-5145150-HMA Pavement Scarification (0-4" Depth)-Header	50-500	SY	50	\$ 37.00	\$ 1,850.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
21	2214-5145150-PCC Pavement Scarification (0-4" Depth)-Header	50-500	SY	50	\$ 52.50	\$ 2,625.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
22	2214-5145150-HMA Pavement Scarification (0-2" Depth)-Mainline	50-1000	SY	50	\$ 12.50	\$ 625.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
23	2214-5145150-HMA Pavement Scarification (0-2" Depth)-Mainline	1001 & up	SY	1001	\$ 9.50	\$ 9,509.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -
24	2214-5145150-HMA Pavement Scarification (2.01"-4" Depth) Mainline	50-1000	SY	50	\$ 20.00	\$ 1,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
25	2214-5145150-HMA Pavement Scarification (2.01"-4" Depth)-Mainline	1001 & up	SY	1001	\$ 12.50	\$ 12,512.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -
26	2214-5145150-PCC Pavement Scarification (0-2" Depth)-Mainline	50-1000	SY	50	\$ 21.00	\$ 1,050.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
27	2214-5145150-PCC Pavement Scarification (0-2" Depth)-Mainline	1001 & up	SY	1001	\$ 16.00	\$ 16,016.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
28	2214-5145150-PCC Pavement Scarification (2.01"-4" Depth) Mainline	50-1000	SY	50	\$ 26.00	\$ 1,300.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
29	2214-5145150-PCC Pavement Scarification (2.01"-4" Depth)-Mainline	1001 & up	SY	1001	\$ 21.00	\$ 21,021.00	1879.19	\$ 39,462.99	1879.19	\$ 39,462.99	0	\$ -	0	\$ -
30	2511-6745900-Removal of Sidewalk	50-1000	SY	50	\$ 15.00	\$ 750.00	85	\$ 1,275.00	85	\$ 1,275.00	0	\$ -	0	\$ -
31	2511-7528004-Sidewalk, PCC, 4 in	50-500	SY	50	\$ 110.00	\$ 5,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
32	2511-7528006-Sidewalk, PCC, 6 in	50-500	SY	50	\$ 130.00	\$ 6,500.00	103.94	\$ 13,512.20	103.94	\$ 13,512.20	0	\$ -	0	\$ -
33	2511-7528100-Detectable Warnings for Curb Ramps	50-500	SF	50	\$ 70.00	\$ 3,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
34	2512-1725256-Curb and Gutter, PCC 2.5'	50-500	LF	50	\$ 40.00	\$ 2,000.00	1305	\$ 52,200.00	1305	\$ 52,200.00	0	\$ -	0	\$ -
35	2213-6745500-Removal of Curb and Gutter	50-500	LF	50	\$ 15.00	\$ 750.00	1305	\$ 19,575.00	1305	\$ 19,575.00	0	\$ -	0	\$ -
36	2528-8445113-Flagger	1	EA	1	\$ 575.00	\$ 575.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
37	2528-8445115-Pilot Car	1	EA	1	\$ 850.00	\$ 850.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ 100,434.00		\$ 126,025.19		\$ 126,025.19		\$ -		\$ -	
EXTRA WORK ITEMS														
38	Class 10 Excavation	0	CY	0	\$ 45.00	\$ -	750.66	\$ 33,779.70	750.66	\$ 33,779.70	0	\$ -	0	\$ -
39	Geo-Grid	0	SY	0	\$ 8.50	\$ -	2377.97	\$ 20,212.75	2377.97	\$ 20,212.75	0	\$ -	0	\$ -
40	Remove and re-lay rock subbase		HR		\$ 150.00	\$ -	60	\$ 9,000.00	60	\$ 9,000.00	0	\$ -	0	\$ -
					\$ -		\$ 0		\$ 0		\$ 0		\$ 0	
					\$ -		\$ 0		\$ 0		\$ 0		\$ 0	
TOTAL					\$ 1,476,006.50		\$ 364,128.62		\$ 364,128.62		\$ -		\$ -	

FUND 119 EMERGENCY FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2023 ACTUAL	2024 BUDGET	2024 YTD	2024 Amend	DEPARTMENT
119-000-4000	GENERAL PROPERTY TAXES	177,917.00	173,803.00	101,974.85	173,803.00	
119-000-4001	STATE BACKFILL	2,327.83	3,962.00	-		
119-000-4002	DELINQUENT TAXES	-	-	-		
119-000-4464	COMM/IND REPLACEMENT	-	-	1,993.70	3,962.00	
TOTALS FOR REVENUES		180,244.83	177,765.00	103,968.55	177,765.00	
119-9-910-6910	TRANSFERS/INTERFUND LOANS	188,342.00	180,723.00	-	175,438.21	
TOTALS FOR EXPENDITURES		188,342.00	180,723.00		175,438.21	

6/30/23 Ending Balance	(2,326.79)
FY24 Amended Revenues	177,765.00
FY24 Amended Expenditures	175,438.21
Projected 6/30/24 Ending Balance	-
FY25 Revenues	-
FY25 Expenditures	-
Projected 6/30/25 Ending Balance	-

NOTE: The Emergency Tax Levy is part of the Combined General Fund Levy starting in FY25.

Fund 121 Local Option Sales Tax

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2023 ACTUAL	2024 BUDGET	2024 YTD	2024 AMENDED	DEPARTMENT
121-000-4090	LOCAL OPTION SALES TAX	4,065,331.99	4,500,000.00	1,891,673.46	4,500,000.00	4,500,000.00
121-000-4300	INTEREST INCOME	-	-	-	170,000.00	150,000.00
	TOTALS FOR REVENUES	4,065,331.99	4,500,000.00	1,891,673.46	4,670,000.00	4,650,000.00
121-9-910-6910	TRANSFERS/INTERFUND LOANS	4,500,677.00	4,500,000.00	725,000.00	5,143,542.00	5,360,984.00
	<i>To General Fund-001</i>		\$ 450,000.00		467,000.00	465,000.00
	<i>To Debt Service- 200</i>		\$ 2,400,951.00		527,493.00	345,984.00
	<i>To Sewer Construction- 315</i>		\$ 1,000,000.00		3,000,000.00	1,500,000.00
	<i>To Street Construction- 301</i>		\$ -		649,049.00	2,300,000.00
	<i>To Road Use Tax Fund - 110</i>		\$ 649,049.00		500,000.00	750,000.00
	TOTALS FOR EXPENDITURES	4,500,677.00	4,500,000.00	725,000.00	5,143,542.00	5,360,984.00

6/30/23 Ending Balance	6,136,328.77
Amended FY24 Revenues	4,670,000.00
Amended FY24 Expenditures	5,143,542.00
Projected 6/30/24 Ending Balance	5,662,786.77
FY25 Revenues	4,650,000.00
FY25 Expenditures	5,360,984.00
<u>Projected 6/30/25 Ending Balance</u>	<u>4,951,802.77</u>

Voter approved uses of LOST are 90% to Streets/Sewers and 10% for property tax relief. The 10% is transferred to the General Fund and the remaining 90% stays in this fund until needed for street or sewer projects. The same allocation is being applied to interest allocations, meaning 10% will be transferred to the General Fund of ALL revenues.

A bond will be pursued for the Division 3 sewer separation work in Fund 315, and LOST will be the proposed repayment source for this work. This discussion will happen in April or May, but is not included here for budgetary purposes as we do not know what payments, if any, would exist in FY25.

FUND 167 FIRE BEQUEST

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2023 ACTUAL	2024 BUDGET	2024 YTD	2024 AMENDED	DEPARTMENT
167-153-4300	INVESTMENT INCOME	\$ 173.85	\$ 50.00	\$ -	\$ 500.00	\$ 500.00
167-153-4400	FEDERAL GRANTS	\$ -	\$ -	\$ -		
167-153-4700	DONATIONS/CONTRIBUTIONS	\$ 3,347.22	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00
167-153-4830	TRANSFERS	\$ -	\$ -	\$ -		
	TOTALS FOR REVENUES	\$ 3,521.07	\$ 2,050.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00
167-1-153-6230	TRAINING	\$ -	\$ -	\$ -		
167-1-153-6240	TRAVEL & CONFERENCE	\$ -	\$ -	\$ -		
167-1-153-6399	OTHER MAINT & REPAIR	\$ -	\$ -	\$ -		
167-1-153-6504	TOOLS & SMALL EQUIP	\$ -	\$ -	\$ -		
167-1-153-6532	SUSTENANCE SUPPLIES	\$ 5,641.71	\$ -	\$ -	\$ 2,000.00	\$ 5,600.00
167-1-153-6599	OTHER SUUPPLIES	\$ -	\$ -	\$ -		
167-1-153-6727	OTHER CAPITAL EQUIP	\$ -	\$ -	\$ -		
	TOTALS FOR EXPENDITURES	\$ 5,641.71			\$ 2,000.00	\$ 5,600.00

6/30/23 Ending Balance	\$ 12,826.37
FY24 Amended Revenue	\$ 2,500.00
FY24 Amended Expenditures	\$ 2,500.00
Projected 6/30/24 Ending Balance	\$ 12,826.37
FY25 Revenues	\$ 2,000.00
FY25 Expenditures	\$ 5,600.00
<u>Projected 6/30/25 Ending Balance</u>	<u>\$ 9,226.37</u>

FUND 173 LIBRARY BEQUEST

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2023 ACTUAL	2024 BUDGET	2024 YTD	2024 AMENDED	DEPARTMENT
173-413-4300	INVESTMENT INCOME	\$ 1,427.81	\$ 400.00	\$ -	\$ 2,500.00	\$ 1,000.00
173-413-4544	OPL FRIENDS	\$ 15.00	\$ -	\$ 16.25	\$ 100.00	\$ 15,000.00
173-413-4700	DONATIONS/CONTRIBUTIONS	\$ 108,330.11	\$ 25,000.00	\$ 28,459.63	\$ 30,000.00	\$ 25,000.00
173-413-4703	ENDOWMENT-JAMES ESTATE	\$ 48,292.89	\$ 55,000.00	\$ 364.81	\$ 55,000.00	\$ 50,000.00
173-413-4708	ENDOWMENT-GRUBBS ESTATE	\$ 25,155.00	\$ 11,000.00	\$ -	\$ 11,000.00	\$ 12,500.00
	TOTALS FOR REVENUES	\$ 183,220.81	\$ 91,400.00	\$ 28,840.69	\$ 98,600.00	\$ 103,500.00
173-4-413-6414	PRINTING	\$ -	\$ 200.00	\$ -	\$ 200.00	
173-4-413-6490	OTHER PROF SERV	\$ 19,950.00	\$ -	\$ -		
173-4-413-6499	CONTRACTUAL SERVICES	\$ 56,404.31	\$ -	\$ 425.84	\$ 430.00	\$ 2,500.00
173-4-413-6501	LIBRARY MATERIALS	\$ 6,791.00	\$ 10,000.00	\$ 714.22	\$ 10,000.00	\$ 7,500.00
173-4-413-6506	OFFICE SUPPLIES	\$ -	\$ -	\$ -		
173-4-413-6507	OPERATING SUPPLIES	\$ 2,074.78	\$ -	\$ 300.00	\$ 300.00	\$ 1,500.00
173-4-413-6520	LIBRARY MAT.-JAMES ESTATE	\$ 49,345.38	\$ 50,000.00	\$ 29,000.74	\$ 50,000.00	\$ 50,000.00
173-4-413-6525	LIBRARY MAT-GRUBB ESTATE	\$ 15,752.84	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 12,000.00
173-4-413-6540	PROGRAM SUPPLIES	\$ 25,907.05	\$ 25,000.00	\$ 10,522.81	\$ 25,000.00	\$ 25,000.00
173-4-413-6599	OTHER SUPPLIES	\$ -	\$ -	\$ -		
173-4-413-6621	SMALL FURN/FIXTURES	\$ 623.42	\$ -	\$ 371.45	\$ 500.00	
173-4-413-6625	SMALL OFFICE EQUIP	\$ 3,830.88	\$ -	\$ -		
173-4-413-6627	OTHER SMALL CAPITAL	\$ -	\$ -	\$ -		
173-4-413-6725	OFFICE EQUIPMENT	\$ -	\$ -	\$ -		
173-4-413-6728	BOOKS FILMS RECRDS ART	\$ -	\$ -	\$ -		
173-4-413-6750	BUILDINGS	\$ -	\$ -	\$ -		
173-9-910-6910	TRANSFERS/INTERFUND LOANS	\$ -	\$ -	\$ -		
	TOTALS FOR EXPENDITURES	\$ 180,679.66	\$ 97,200.00	\$ 41,335.06	\$ 98,430.00	\$ 98,500.00

6/30/23 Ending Balance	\$ 75,760.62
FY24 Amended Revenue	\$ 98,600.00
FY24 Amended Expenditures	\$ 98,430.00
Projected 6/30/24 Ending Balance	\$ 75,930.62
FY25 Revenues	\$ 103,500.00
FY25 Expenditures	\$ 98,500.00
Projected 6/30/25 Ending Balance	\$ 80,930.62

FUND 175 POLICE BEQUEST

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2023 ACTUAL	2024 BUDGET	2024 YTD	2024 AMENDED	DEPARTMENT
175-110-4300	INVESTMENT INCOME	\$ -	\$ -	\$ -	\$ 4,600.00	\$ 4,000.00
175-110-4700	DONATIONS/CONTRIBUTIONS	\$ -	\$ -	\$ -		
175-110-4776	POLICE FORFEITURES	\$ 80,012.67	\$ -	\$ 3,174.00	\$ 3,174.00	
175-110-4777	SEIZURES-PENDING CASE	\$ -	\$ -	\$ -		
	TOTALS FOR POLICE DEPARTMENT	\$ 80,012.67		\$ 3,174.00	\$ 7,774.00	\$ 4,000.00
175-112-4776	POLICE FORFEITURES	\$ 7,810.24	\$ -	\$ 21,404.29	\$ 25,000.00	
	TOTALS FOR DRUG TASK FORCE GRANT	\$ 7,810.24		\$ 21,404.29	\$ 25,000.00	\$ -
175-116-4300	INVESTMENT INCOME	\$ 2,314.43	\$ -	\$ -		
175-116-4700	DONATIONS/CONTRIBUTIONS	\$ 20.00	\$ -	\$ 2.00		
175-116-4830	TRANSFER FROM OTHER FUNDS	\$ -	\$ -	\$ -	\$ 6,750.00	\$ 3,600.00
	TOTALS FOR DARE PROGRAM	\$ 2,334.43		\$ 2.00	\$ 6,750.00	\$ 3,600.00
175-117-4700	TOBACCO GRANT	\$ 6,925.00	\$ -	\$ 1,650.00	\$ 3,500.00	\$ 4,500.00
	TOTALS FOR TOBACCO PROGRAM	\$ 6,925.00		\$ 1,650.00	\$ 3,500.00	\$ 4,500.00
	TOTALS FOR REVENUES	\$ 97,082.34		\$ 26,230.29	\$ 43,024.00	\$ 12,100.00
175-1-110-6507	OPERATING SUPPLIES	\$ 1,422.26	\$ -	\$ -		
175-1-110-6532	SUSTENANCE SUPPLIES	\$ 29,219.64	\$ -	\$ 4,878.90	\$ 5,000.00	
175-1-110-6627	OTHER SMALL CAPITAL	\$ 9,100.00	\$ -	\$ 680.80	\$ 1,000.00	
	TOTALS FOR POLICE DEPARTMENT	\$ 39,741.90		\$ 5,559.70	\$ 6,000.00	\$ -
175-1-116-6507	OPERATING SUPPLIES	\$ 3,314.59	\$ -	\$ 2,343.66	\$ 3,600.00	\$ 3,600.00
175-1-116-6532	SUSTENANCE SUPPLIES	\$ -	\$ -	\$ -		
175-1-116-6599	OTHER SUPPLIES	\$ -	\$ -	\$ -		
175-1-116-6625	SMALL OFFICE EQUIP	\$ -	\$ -	\$ -		
	TOTALS FOR DARE PROGRAM	\$ 3,314.59		\$ 2,343.66	\$ 3,600.00	\$ 3,600.00
175-1-117-6507	OPERATING SUPPLIES	\$ 6,985.35	\$ -	\$ -	\$ 7,000.00	\$ 7,800.00
175-1-117-6532	SUSTENANCE SUPPLIES	\$ -	\$ -	\$ -		
175-1-117-6599	OTHER SUPPLIES	\$ -	\$ -	\$ -		
175-1-117-6627	OTHER SMALL CAPITAL	\$ -	\$ -	\$ -		
	TOTALS FOR TOBACCO PROGRAM	\$ 6,985.35	\$ -	\$ -	\$ 7,000.00	\$ 7,800.00
175-1-120-6599	OTHER SUPPLIES	\$ 68,850.00	\$ -	\$ -		
	TOTALS FOR 2019 JAG GRANT	\$ 68,850.00				
	TOTALS EXPENDITURES	\$ 118,891.84		\$ 7,903.36	\$ 16,600.00	\$ 11,400.00

6/30/23 Ending Balance	\$ 177,494.28
FY24 Amended Revenue	\$ 43,024.00
FY24 Amended Expenditures	\$ 16,600.00
Projected 6/30/24 Ending Balance	\$ 203,918.28
FY25 Revenues	\$ 12,100.00
FY25 Expenditures	\$ 11,400.00
Projected 6/30/25 Ending Balance	\$ 204,618.28

FUND 176 REIMBURSEMENT GRANTS

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2023 ACTUAL	2024 BUDGET	2024 YTD	2024 AMENDED	DEPARTMENT
176-540-4715	REFUND/REIMBURSEMENT	1,802.00	-	26,007.00	98,198.00	
	TOTALS FOR REVENUES	1,802.00		26,007.00	98,198.00	
176-5-540-6230	TRAINING	-	-	-		
176-5-540-6498	REIMBURSEMENT	26,007.27	-	26,007.00	73,992.73	
	TOTALS FOR EXPENDITURES	26,007.27		26,007.00	73,992.73	

6/30/23 Ending Balance	(24,205.27)
FY24 Amended Revenues	98,198.00
FY24 Amended Expenditures	73,992.73
Projected 6/30/24 Ending Balance	-
FY25 Revenues	-
FY25 Expenditures	-
<u>Projected 6/30/25 Ending Balance</u>	<u>-</u>

This fund is currently accounting for the \$100,000 CDBG COVID grant for Blessings Soup Kitchen. As federal funds come in reimbursing Blessings, the City issues that payment to them. This should be complete June 30, 2024.

FUND 177 HISTORIC PRESERVATION

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2023 ACTUAL	2024 BUDGET	2024 YTD	2024 AMENDED	DEPARTMENT
177-000-4830	TRANSFER IN FROM OTHER FUNDS	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -
177-570-4300	INVESTMENT INCOME	\$ -	\$ -	\$ -	\$ 500.00	\$ -
177-570-4400	FEDERAL GRANT	\$ -	\$ -	\$ -		\$ -
177-570-4440	STATE GRANTS	\$ -	\$ 20,000.00	\$ -		\$ -
177-570-4445	STATE GRANTS - IDNR	\$ -	\$ -	\$ -		\$ -
177-570-4700	Historic Pers Plan Cont	\$ 25,000.00	\$ 1,000.00	\$ -		\$ -
	TOTALS FOR REVENUES	\$ 25,000.00	\$ 21,000.00	\$ 20,000.00	\$ 20,500.00	\$ -
177-5-540-6230	TRAINING	\$ -	\$ -	\$ -	\$ 300.00	
177-5-570-6210	DUES & MEMBERSHIPS	\$ -	\$ 100.00	\$ -		
177-5-570-6230	TRAINING	\$ -	\$ 100.00	\$ -	\$ 150.00	
177-5-570-6240	TRAVEL & CONFERENCE	\$ -	\$ 500.00	\$ -	\$ 500.00	
177-5-570-6373	TELEPHONE/IT	\$ -	\$ -	\$ -		\$ -
177-5-570-6414	PRINTING	\$ -	\$ 150.00	\$ -	\$ 150.00	
177-5-570-6415	RENTS & LEASES	\$ -	\$ -	\$ -		\$ -
177-5-570-6423	PHOTOCOPIES	\$ -	\$ -	\$ -		\$ -
177-5-570-6431	PHOTO BLUEPRINT MICROFILM	\$ -	\$ -	\$ -		\$ -
177-5-570-6490	OTHER PROF SERV	\$ -	\$ 250.00	\$ -		
177-5-570-6499	CONTRACTUAL SERVICES	\$ -	\$ -	\$ 12,162.47	\$ 45,700.00	\$ -
177-5-570-6503	MERCHANDISE - RESALE	\$ -	\$ -	\$ -		\$ -
177-5-570-6506	OFFICE SUPPLIES	\$ -	\$ -	\$ -		\$ -
177-5-570-6507	OPERATING SUPPLIES	\$ -	\$ 250.00	\$ -		
177-5-570-6508	POSTAGE & SHIPPING	\$ -	\$ 100.00	\$ -	\$ 100.00	
177-5-570-6599	OTHER SUPPLIES	\$ -	\$ -	\$ -		\$ -
	TOTALS FOR EXPENDITURES		\$ 1,450.00	\$ 605.00	\$ 46,900.00	\$ -

6/30/23 Ending Balance	\$ 26,446.09
FY24 Amended Revenue	\$ 20,500.00
FY24 Amended Expenditures	\$ 46,900.00
Projected 6/30/24 Ending Balance	\$ 46.09
FY25 Revenues	\$ -
FY25 Expenditures	\$ -
Projected 6/30/25 Ending Balance	\$ 46.09

FUND 177 HISTORIC PRESERVATION

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2023 ACTUAL	2024 BUDGET	2024 YTD	2024 AMENDED	DEPARTMENT
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FUND 501- CEMETERY MEMORIAL FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2023 ACTUAL	2024 BUDGET	2024 YTD	2024 AMENDED	DEPARTMENT
501-450-4300	INVESTMENT INCOME	\$ -	\$ 200.00	\$ 31.29	\$ 200	\$ 1,600.00
501-450-4315	MEMORIAL TRUST PRINCIPAL	\$ -	\$ -	\$ -	\$ -	
501-450-4830	TRANSFER FROM OTHER FUNDS	\$ -	\$ -	\$ -		
	TOTALS FOR REVENUES		\$ 200.00		\$ 200	\$ 1,600.00
501-9-910-6910	TRANSFER TO OTHER FUNDS	\$ -	\$ 200.00	\$ -	\$ 200	\$ 1,600.00
	TOTALS FOR EXPENDITURES		\$ 200.00		\$ 200	\$ 1,600.00

6/30/23 Ending Balance	2,713.29
FY24 Amended Revenues	\$200
FY24 Amended Expenditures	\$200
Projected 6/30/24 Ending Balance	2,713.29
FY25 Revenues	1,600.00
FY25 Expenditures	1,600.00
<u>Projected 6/30/25 Ending Balance</u>	<u>2,713.29</u>

This fund is earning interest from the City's investments on the \$2,713.29 in cash. The Cemetery Board manages its own investments and has a CD with a balance of \$133,974.89 as of 6/30/23. Interest from the CD will be credited to this fund and transferred to the Cemetery Fund (135).

FUND 503 - CEMETERY PERPETUAL CARE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2023 ACTUAL	2024 BUDGET	2024 YTD	2024 AMENDED	DEPARTMENT
503-450-4300	INVESTMENT INCOME	\$ 10,080.72	\$ 4,000.00	\$ 7,598.41	\$20,000	\$ 16,000.00
503-450-4316	P/C LOT SALES-OTT/CALVERY	\$ 5,236.00	\$ 6,000.00	\$ 7,671.00	\$10,000	\$ 6,000.00
	TOTALS FOR REVENUES	\$ 15,316.72	\$ 10,000.00	\$ 15,269.41	\$ 30,000.00	\$ 22,000.00
 						
503-9-910-6910	TRANSFERS/INTERFUND LOANS	\$ 10,080.72	\$ 4,000.00	\$ -	\$20,000	\$ 16,000.00
	TOTALS FOR EXPENDITURES	\$ 10,080.72	\$ 4,000.00		\$20,000	\$16,000

6/30/23 Ending Balance	35.00
FY24 Amended Revenues	\$ 30,000.00
FY24 Amended Expenditures	\$20,000
Projected 6/30/24 Ending Balance	10,035.00
FY25 Revenues	22,000.00
FY25 Expenditures	16,000.00
<u>Projected 6/30/25 Ending Balance</u>	<u>16,035.00</u>

The interest from this fund comes from 4 CD's the Cemetery Board controls and invests. This interest is then transferred to Fund 135 to support Cemetery operations.

As of 6/30/23, \$750,035.67 was held in CDs. Throughout the year, the Cemetery Board will utilize the lot sale revenue and convert it to an investment, so it is not likely the cash balance will increase, but the investment value will.



CITY OF
OTTUMWA

To: Mayor Johnson and the City Council
From: Jessica Kinser, Interim Director of Finance
Date: February 6, 2024
RE: FY25 Budget Notes

I wanted to provide some follow-up items to the most recent budget workshop that will impact funds already discussed.

- There was a question about the negative balance in 135 Cemetery Fund account for property taxes 135-450-4000 of \$2,253. This was a result of trying to reverse all transfer in/out entries for FY23 before re-entering at the correct amounts. This negative was missed in the process since it was not in a transfer in/transfer out account. We cannot correct this in FY23, so I have increased the transfer in from the General Fund for FY24 in this amount.
- The 6/30/23 ending cash balance is changing for 135 Cemetery Fund after discovering that the Central Garage charges were recorded at the budgeted level and not the actual level. For the Cemetery, this charge was \$3,340.11 more than it should have been. This will result in the cash balance going from (\$21,453.92) to (\$18,113.81).

The Central Garage charges are being reviewed for all funds for FY23 and corrected. This is changing the FY24 amended budget in some areas and the FY25 budget as well.

- Fund 303 Airport Construction Fund showed a current year federal grant of \$9,560, which was based on a recent amendment. When staff went into the FAA system to draw down the funds, there was actually \$95,110 in total funds available to draw down. This results in an FY25 projected ending balance of \$88,869.07, which is a much better cushion for handling two capital projects in FY25.
- Fund 313 Bridgeview Construction Fund did get an interest allocation of \$4,877 for the months of July to November and is on track to get additional interest for December. I have added a budget of \$8,000 to the FY24 amended budget and \$2,000 to the FY25 budget. This fund has a deficit balance, so the interest will help to recover this. I also realized that I did not put the FY24 transfer in from the General Fund to recover FY23 wages and benefits. When I increased this amount to the actual, it reduces the anticipated deficit as of 6/30/24 to (\$20,387).



CITY OF
OTTUMWA

Citizen Input Request Form

2.6.2024

Council Meeting Date

Name: Mitch Michel

Address: 420 Hawthorn St

Item No. to Address: B-3

(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:

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

2.6.2024

Council Meeting Date

Name: Mary Stewart

Address: 1018 W. Court

Item No. to Address: B3

(Agenda will be provided to complete this section)

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CITY OF
OTTUMWA

Citizen Input Request Form

6 Feb 24

Council Meeting Date

Name: Ashley Noreuil

Address: 158 Vogel

Item No. to Address: primary election ordinance
6-1 (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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CITY OF
OTTUMWA

Citizen Input Request Form

2-6-2024

Council Meeting Date

Name: Peg Lazio

Address: 2301 N. Court

Item No. to Address: D1 Election Process
(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:

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

2-5-24
Council Meeting Date

Name: Tom Lajoie

Address: 2301 P. Court

Item No. to Address: W-2 report
(Agenda will be provided to complete this section)

Not in Agenda

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

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.