



TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 25  
Bridge View Center, 102 Church St.

July 16, 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. 23 on July 2, 2024 as presented.
  - 2. Acknowledge and approve July 16, 2024 Claims List as submitted by the Finance Department.
  - 3. Approve the purchase of a Utility Locator for the Electrical Department for \$13,659.26.
  - 4. Approve the purchase of two 2 ½ Ton Trucks from O'Halloran International for \$227,021/ea.
  - 5. Approve the purchase of half-ton pickup with Amber Strobe Lights & Inverter from Karl Chevrolet for the Traffic Dept. for \$41,488.20.
  - 6. Resolution No. 159-2024, authorizing the destruction of certain records according to the Code of Iowa 2017, as amended.
  - 7. Beer and/or liquor applications for: Happy Joe's Pizza, 315 Church Street; with Temporary Outdoor Service Area, all applications pending final inspections.
- C APPROVAL OF AGENDA
- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
  - 1. Receive the Bi-Annual Report of the Ottumwa Human Rights Commission.

***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 disposition of City owned property located at 109 E. Woodland Ave to Manny Martinez.
    - A. Open the public hearing.
    - B. Close the public hearing.
    - C. Resolution No. 158-2024, accepting the bid and approving the disposal of 109 E. Woodland Ave. to Manny Martinez for the sum of \$35,000.

RECOMMENDATION: Pass and adopt Resolution No. 158-2024.

2. This is the time, place and date set for a public hearing on proposed Ordinance No. 3231-2024, Amending the Fire Protection and Prevention Code of the City of Ottumwa by Adopting an Amendment Providing for Standardization of Performance Compliance Alternatives to Automatic Fire Sprinkler Systems in Certain Group R Occupancies.

A. Open the public hearing.

B. Close the public hearing.

- C. Ordinance No. 3231-2024, Amending the Fire Protection and Prevention Code of the City of Ottumwa by Adopting an Amendment Providing for Standardization of Performance Compliance Alternatives to Automatic Fire Sprinkler Systems in Certain Group R Occupancies.

RECOMMENDATION: Pass the first Consideration of Ordinance No. 3231-2024.

#### G. ORDINANCES:

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

1.

RECOMMENDATION:

#### I. RESOLUTIONS:

1. Resolution No. 132-2024, approving Purchase Policies and Procedures for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 132-2024.

2. Resolution No. 150-2024, Directing the Acceptance of a Proposal to Purchase \$6,860,000\* (Subject to Adjustment) General Obligation Capital Loan Notes, Series 2024; and Approving the Form and Authorizing Execution of a Note Purchase Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 150-2024.

3. Resolution No. 160-2024, approving and authorizing execution of a First Amendment to the Purchase and Development Agreement by and between the City of Ottumwa and Twentyone Properties, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 160-2024.

4. Resolution No. 161-2024, approve Change Order #2 increasing cost by \$16,100, new contract amount \$2,843,924.60 for the Legacy Fields Soccer Complex Project.

RECOMMENDATION: Pass and adopt Resolution No. -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

### ADJOURN

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

#### \*Items on the **TABLE**:

1. Resolution No. 147-2024, approving an agreement with McMahon Associates, Inc. for Professional Consulting Services.

RECOMMENDATION: Pass and adopt Resolution No. 147-2024.



[ CITY OF ]

OTTUMWA

## FAX COVER SHEET

City of Ottumwa

DATE: 7/12/24 TIME: 1:30 pm. NO. OF PAGES 4  
(Including Cover Sheet)

TO: News Media CO:

FAX NO:

FROM: Sherrie Jones

FAX NO: 641-683-0613 PHONE NO: 641-683-0600

MEMO: Tentative Agenda for the Regular Meeting #25 to be held on 7/16/24 at  
5:30 P.M. at Bridge View Center, 102 Church St.

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TX REPORT  
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FILE NAME

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KTVO  
Ottumwa Waterworks  
Ottumwa Courier  
Tom FM



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### FAX COVER SHEET

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FROM: Sherrie Jones

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MEMO: Tentative Agenda for the Regular Meeting #25 to be held on 7/16/24 at  
5:30 P.M. at Bridge View Center, 102 Church St.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 23  
Bridge View Center, 102 Church St.

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

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

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

Caviness moved, seconded by Hoffman to approve consent agenda items: Mins. from Special Mtg. No. 21 on June 11, 2024 and Regular Mtg. No. 22 on June 18, 2024 as presented; Ack. and approve July 2, 2024 Claims List submitted by Finance; Res. No. 153-2024, setting July 16, 2024 for Public Hearing on Proposed Ord. Amending Fire Protection and Prevention Code; Beer and/or liquor applications for: Cobblestone Hotel & Suites & Wissota Chophouse, 108 Church St., with OSA; Courtside Bar & Grill, 2511 N. Court, with OSA; GOPIP, Ottumwa RAGBRAI, Bridgeview Center, temp. OSA 7/25/2024 ; all applications pending final inspections. All ayes.

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

City Admin. Rath provided draft version of Golf Cart Regulations Ord. for Council review.

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

Caviness moved, seconded by Hoffman to pass third consideration and adopt Ord. No. 3226-2024, amending Municipal Code of the City of Ottumwa by amending Sec. 2-233 & 2-234 for the Purpose of Revising Purchasing Policies and Procedures. All ayes.

Caviness moved, seconded by Galloway to award contract for Janitorial Services for bldg. shared by OPD and Wapello Co. Sheriff's Office to Stratus Building Solutions for a term of 3 yrs. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 149-2024, Auth. prepayment for 2024 Sutphen Fire Apparatus to receive discounted pricing, be passed and adopted. Int. Fire Chief Short reported total price \$857,808.39 if pd. before 7/20. All ayes.

Caviness moved, seconded by Galloway that Res. No. 151-2024, removing Special Assessments applied to Parcel No. 00741-007-0009-000; Vacant Lot on Grove St.; totaling \$884 plus interest and admin. fees, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 152-2024, auth. purchase of 2024 Chevrolet Trailblazer for Bldg. & Code Enf. Dept. from McGrath Fleet & Commercial for \$24,671, be passed and adopted. All ayes.

Caviness moved, seconded by Galloway that Res. No. 154-2024, awarding contract for Demo. And Disposal of 903 Silk to Dan Laursen in the amt. of \$7,490, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 155-2024, approving MOU between City and Teamsters Local No. 238 regarding salary of WPCF Maint. Tech. and auth. Mayor to sign, be passed and adopted. All ayes.

Caviness moved, seconded by Bossou that Res. No. 156-2024, setting July 16, 2024 as date of Public

Hearing on disposition of City owned property (109 E. Woodland Ave.), be passed and adopted. All ayes.

Caviness moved, seconded by McAntire that Res. No. 157-2024, accepting work as final and complete for Capital Lofts Project (22-ARPDH-045) and auth. reimbursement from final grant draw down, be passed and adopted. All ayes.

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

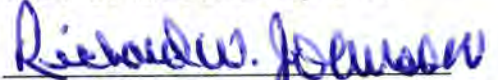
Adjournment was at 5:54 P.M.

ATTEST:



Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

Published in Ottumwa Courier on 7/11/2024.

REPORT DATE 07/12/2024  
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CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

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TIME 12:20:57  
USER MITCHELLK

BATCH NUMBER CHKX

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01110	11022986331	VHCL MTCE SUPPLIES	VR 24071708-002	07/01/2024	-	20346	306.74
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071708-001	07/05/2024	-	20346	669.51
CHECK TOTAL FOR CHECK NUMBER 221294 DATED 07/17/2024 WRITTEN TO 01304 ALL ROADS TRUCK & TRAILERfor the amount of							976.25
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071704-001	06/24/2024	-	308	165.00
CHECK TOTAL FOR CHECK NUMBER 221295 DATED 07/17/2024 WRITTEN TO 01727 ALL METALS RECYCLING, LLCfor the amount of							165.00
01670	67088406851	INTEREST PAYMENT	VR 24071704-004	02/22/2024	-	604779	85.28
01670	67088406851	INTEREST PAYMENT	VR 24071704-005	06/28/2024	-	604779	12.04
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071704-007	06/24/2024	-	604779	116.93
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071704-006	06/24/2024	-	604779	292.15
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071704-003	06/24/2024	-	604779	351.90
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071704-008	06/26/2024	-	604779	206.95
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071704-009	06/26/2024	-	604779	36.84
01610	61088156399	OTHER MAINT & REPAIR	VR 24071704-002	06/24/2024	-	604780	1393.07
CHECK TOTAL FOR CHECK NUMBER 221296 DATED 07/17/2024 WRITTEN TO 02080 ALTORFER INC. for the amount of							2495.16
01610	61088156532	SUSTENANCE SUPPLIES	VR 24071704-010	06/26/2024	-	SAFETY ALLOWANCE	143.97
CHECK TOTAL FOR CHECK NUMBER 221297 DATED 07/17/2024 WRITTEN TO 05586 MIKE ASHLOCK for the amount of							143.97
01001	00144456502	CONCESSION - RESALE	VR 24071704-011	06/26/2024	-	795631	529.63
01001	00144456502	CONCESSION - RESALE	VR 24071708-003	07/03/2024	-	795631	408.03
CHECK TOTAL FOR CHECK NUMBER 221298 DATED 07/17/2024 WRITTEN TO 05681 ATLANTIC BOTTLING COMPANYfor the amount of							937.66
01001	00144306320	GROUNDS MAINT & REPAIR	VR 24071704-014	06/03/2024	-	107242	70.00
01002	00222206320	RAMP MAINT & REPAIR	VR 24071704-013	06/03/2024	-	107242	60.00
01110	11022976507	OPERATING SUPPLIES	VR 24071704-012	06/17/2024	-	110690	65.00
CHECK TOTAL FOR CHECK NUMBER 221299 DATED 07/17/2024 WRITTEN TO 05700 ATOMIC TERMITE & PEST for the amount of							195.00
01135	13544506333	VHCL-FUEL	VR 24071707-018	07/04/2024	-	5960008323	765.76
CHECK TOTAL FOR CHECK NUMBER 221300 DATED 07/17/2024 WRITTEN TO 06003 BP for the amount of							765.76
01001	00144306496	REFUNDS	VR 24071708-072	07/08/2024	-	DAMAGE DEPOSIT	50.00
CHECK TOTAL FOR CHECK NUMBER 221301 DATED 07/17/2024 WRITTEN TO 06327 LUIS BAEZA for the amount of							50.00
01001	00133406506	OFFICE SUPPLIES	VR 24071701-001	06/26/2024	-	010443	63.14
01001	00133406506	OFFICE SUPPLIES	VR 24071701-002	06/28/2024	-	010443	54.36
01001	00166206506	OFFICE SUPPLIES	VR 24071701-003	06/10/2024	-	010443	5.41
01001	00144456507	OPERATING SUPPLIES	VR 24071701-004	06/11/2024	-	010443	197.00
01001	00144306506	OFFICE SUPPLIES	VR 24071701-005	06/04/2024	-	010443	28.20
01001	00144456506	OFFICE SUPPLIES	VR 24071701-006	06/05/2024	-	010443	24.00
01670	67088406506	OFFICE SUPPLIES	VR 24071701-007	06/07/2024	-	010443	6.73
01001	00111106506	OFFICE SUPPLIES	VR 24071701-008	06/12/2024	-	010443	12.72



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CITY OF OTTUMWA  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

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USER MITCHELLK

BATCH NUMBER CHKX

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01135	13544506506	OFFICE SUPPLIES	VR 24071701-009	06/14/2024	-	010443	131.47
01001	00122606506	OFFICE SUPPLIES	VR 24071701-010	06/19/2024	-	010443	245.75
01001	00122606506	OFFICE SUPPLIES	VR 24071701-011	06/20/2024	-	010443	6.07
01001	00144306506	OFFICE SUPPLIES	VR 24071701-012	06/20/2024	-	010443	5.00
01001	00111106506	OFFICE SUPPLIES	VR 24071701-013	06/21/2024	-	010443	24.50
01001	00144456506	OFFICE SUPPLIES	VR 24071701-014	06/24/2024	-	010443	29.82
01001	00144456506	OFFICE SUPPLIES	VR 24071701-015	06/26/2024	-	010443	23.66
01001	00144306506	OFFICE SUPPLIES	VR 24071701-016	06/27/2024	-	010443	6.96
CHECK TOTAL FOR CHECK NUMBER 221302 DATED 07/17/2024 WRITTEN TO 06478 BAILEY OFFICE EQUIPMENT for the amount of							864.79
01001	00111506599	OTHER SUPPLIES	VR 24071704-015	06/26/2024	-	FIRE ASSESSMENTS	125.44
CHECK TOTAL FOR CHECK NUMBER 221303 DATED 07/17/2024 WRITTEN TO 07644 WILLIAM BECK for the amount of							125.44
01001	00144306496	REFUNDS	VR 24071704-016	06/17/2024	-	DOUBLE BOOK	35.00
01001	00144306496	REFUNDS	VR 24071708-004	07/10/2024	-	DOUBLE BOOK	35.00
CHECK TOTAL FOR CHECK NUMBER 221304 DATED 07/17/2024 WRITTEN TO 07925 JOY BENSON for the amount of							70.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071704-017	07/03/2024	-	CARR STEPS	388.42
CHECK TOTAL FOR CHECK NUMBER 221305 DATED 07/17/2024 WRITTEN TO 09341 BLACKHAWK BODYSHOP AND for the amount of							388.42
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071704-018	06/25/2024	-	133040	100.00
CHECK TOTAL FOR CHECK NUMBER 221306 DATED 07/17/2024 WRITTEN TO 09352 BLACKSTONE PUBLISHING for the amount of							100.00
01131	13122806320	GROUPS MAINT & REPAIR	VR 24071704-019	06/27/2024	-	34671	558.27
CHECK TOTAL FOR CHECK NUMBER 221307 DATED 07/17/2024 WRITTEN TO 09523 BLUEGLOBES LLC for the amount of							558.27
01001	00111506350	EQUIP REPAIR	VR 24071704-020	06/13/2024	-	201 N WAPELLO	40.00
CHECK TOTAL FOR CHECK NUMBER 221308 DATED 07/17/2024 WRITTEN TO 09675 BOILER & PRESSURE for the amount of							40.00
01610	61088156507	OPERATING SUPPLIES	VR 24071701-017	05/16/2024	-	118-001-7	71.96
01001	00144456320	GROUPS MAINT & REPAIR	VR 24071701-018	05/20/2024	-	118-001-7	168.68
01610	61088156507	OPERATING SUPPLIES	VR 24071701-019	05/24/2024	-	118-001-7	24.99
01670	67088406507	OPERATING SUPPLIES	VR 24071701-020	05/29/2024	-	118-001-7	91.96
01110	11022106532	SUSTENANCE SUPPLIES	VR 24071701-021	05/29/2024	-	118-001-7	24.99
01110	11022706504	TOOLS & SMALL EQUIP	VR 24071701-022	05/31/2024	-	118-001-7	129.99
01110	11022706331	VHCL MTCE SUPPLIES	VR 24071701-023	05/31/2024	-	118-001-7	52.90
01110	11022106504	TOOLS & SMALL EQUIP	VR 24071701-024	06/03/2024	-	118-001-7	26.99
01110	11022406531	STREET MAINT SUPPLIES	VR 24071701-025	06/03/2024	-	118-001-7	127.49
01610	61088156507	OPERATING SUPPLIES	VR 24071701-026	06/03/2024	-	118-001-7	12.99
01610	61088156504	TOOLS & SMALL EQUIP	VR 24071701-027	06/06/2024	-	118-001-7	399.97
01610	61088156507	OPERATING SUPPLIES	VR 24071701-028	06/06/2024	-	118-001-7	13.37
01001	00144306504	TOOLS & SMALL EQUIP	VR 24071701-029	06/07/2024	-	118-001-7	18.99
01131	13122806504	TOOLS & SMALL EQUIP	VR 24071701-030	06/12/2024	-	118-001-7	30.47
01610	61088156507	OPERATING SUPPLIES	VR 24071701-031	06/12/2024	-	118-001-7	86.97

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TIME 12:20:57  
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BATCH NUMBER CHKX

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CHECK TOTAL FOR CHECK NUMBER 221309 DATED 07/17/2024 WRITTEN TO 09692 BOMGAARS SUPPLY for the amount of							1282.71
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071708-006	07/01/2024	-	MOBILE FLEET	1245.82
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071708-005	07/03/2024	-	31452901	175.02
CHECK TOTAL FOR CHECK NUMBER 221310 DATED 07/17/2024 WRITTEN TO 10233 C & C MANUFACTURING, LLC for the amount of							1420.84
01001	00122906499	REFUSE HAULING	VR 24071704-022	07/19/2024	-	JUNE 2024 PICKUP	155792.00
01001	00122906490	OTHER PROF SERV	VR 24071704-021	07/19/2024	-	JUNE 2024 REVENUE	4050.00
CHECK TOTAL FOR CHECK NUMBER 221311 DATED 07/17/2024 WRITTEN TO 11496 BRIDGE CITY SANITATION LLfor the amount of							159842.00
01860	86066656412	WELLNESS PROGRAM	VR 24071704-023	06/05/2024	-	00000045	556.32
01720	72044656490	MANAGEMENT SERVICES	VR 24071708-007	07/04/2024	-	SUBSIDY BASE 7/24	18336.00
01720	72044656499	CONTRACTUAL SERVICES	VR 24071708-008	07/04/2024	-	SUBSIDY SUPPORT 7/24	78390.00
CHECK TOTAL FOR CHECK NUMBER 221312 DATED 07/17/2024 WRITTEN TO 11506 BRIDGE VIEW CENTER for the amount of							97282.32
01110	11022756480	TREE TRIMMING	VR 24071704-027	06/24/2024	-	RIVERSIDE AVE	125.00
01110	11022756480	TREE TRIMMING	VR 24071704-024	06/25/2024	-	211 CLEM	250.00
01110	11022756480	TREE TRIMMING	VR 24071704-026	06/26/2024	-	800 BLK ASH	400.00
01110	11022756480	TREE TRIMMING	VR 24071704-025	06/27/2024	-	ALLEY 4TH AND 5TH	500.00
01110	11022756480	TREE TRIMMING	VR 24071708-010	07/01/2024	-	ALLEY 4TH AND 5TH	500.00
01110	11022756480	TREE TRIMMING	VR 24071708-009	07/02/2024	-	249 PENN	200.00
01110	11022756480	TREE TRIMMING	VR 24071708-014	07/03/2024	-	HANDCOCK	200.00
01001	00144306480	TREE TRIMMING	VR 24071708-011	07/03/2024	-	CAMPGROUND	600.00
01001	00144306480	TREE TRIMMING	VR 24071708-012	07/06/2024	-	OTTUMWA PARK	1500.00
01110	11022756480	TREE TRIMMING	VR 24071708-013	07/07/2024	-	EAST MAIN	50.00
CHECK TOTAL FOR CHECK NUMBER 221313 DATED 07/17/2024 WRITTEN TO 12500 BUB'S TREE CARE for the amount of							4325.00
01110	11022986851	INTEREST PAYMENT	VR 24071703-056	06/30/2024	-	359280	8.10
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071703-003	05/14/2024	-	359280	70.80
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-001	06/06/2024	-	359280	.43
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071703-004	06/06/2024	-	359280	212.76
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-002	06/10/2024	-	359280	114.50
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071703-005	06/12/2024	-	359280	130.44
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-006	06/21/2024	-	359280	200.10
CHECK TOTAL FOR CHECK NUMBER 221314 DATED 07/17/2024 WRITTEN TO 13577 CNH INDUSTRIAL ACCOUNTS for the amount of							737.13
01135	13544506497	REIMBURSEMENT	VR 24071704-028	06/28/2024	-	REIMBURSEMENT-JUNE	20.77
CHECK TOTAL FOR CHECK NUMBER 221315 DATED 07/17/2024 WRITTEN TO 13642 SAMANTHA CAIN for the amount of							20.77
01110	11022426532	SUSTENANCE SUPPLIES	VR 24071704-029	06/28/2024	-	BOOT ALLOWANCE	170.00
CHECK TOTAL FOR CHECK NUMBER 221316 DATED 07/17/2024 WRITTEN TO 14236 GREG CANTRELL for the amount of							170.00
01110	11022106531	STREET MAINT SUPPLIES	VR 24071703-021	06/20/2024	-	STREETS	580.44

REPORT DATE 07/12/2024  
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CITY OF OTTUMWA  
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BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01110	11022106531	STREET MAINT SUPPLIES	VR 24071703-022	06/21/2024	-	14636	2235.99
01670	67088406531	STREET MAINT SUPPLIES	VR 24071708-015	07/08/2024	-	2012737	1328.81
CHECK TOTAL FOR CHECK NUMBER 221317 DATED 07/17/2024 WRITTEN TO 14239 CANTERA AGGREGATES LLC for the amount of							4145.24
01610	61088176331	VHCL MTCE SUPPLIES	VR 24071707-001	06/06/2024	-	6836017	44.13
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-002	06/11/2024	-	6836017	52.91
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-003	06/11/2024	-	6836017	211.96
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-004	06/12/2024	-	6836017	73.74
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071707-005	06/14/2024	-	6836017	73.07
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-006	06/17/2024	-	6836017	196.90
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-007	06/17/2024	-	6836017	-10.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-008	06/24/2024	-	6836017	259.52
01110	11022986599	OTHER SUPPLIES	VR 24071707-009	06/24/2024	-	6836017	43.13
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-010	06/25/2024	-	6836017	36.92
01673	67388436331	VHCL MTCE SUPPLIES	VR 24071707-011	06/27/2024	-	6836017	110.10
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-012	06/28/2024	-	6836017	16.20
CHECK TOTAL FOR CHECK NUMBER 221318 DATED 07/17/2024 WRITTEN TO 15000 CARQUEST AUTO for the amount of							1108.58
01110	11022106504	TOOLS & SMALL EQUIP	VR 24071703-007	06/07/2024	-	OTTCIT	201.61
01610	61088176530	SEWER/DRAINAGE SUPPLIES	VR 24071703-008	06/07/2024	-	OTTCIT	631.98
01610	61088176530	SEWER/DRAINAGE SUPPLIES	VR 24071703-009	06/07/2024	-	OTTCIT	227.11
01110	11022106504	TOOLS & SMALL EQUIP	VR 24071703-010	06/14/2024	-	OTTCIT	160.37
01001	00122606504	TOOLS & SMALL EQUIP	VR 24071703-011	06/19/2024	-	OTTCIT	443.74
01610	61088176531	STREET MAINT SUPPLIES	VR 24071703-012	06/24/2024	-	OTTCIT	401.41
01001	00122606507	OPERATING SUPPLIES	VR 24071703-013	06/25/2024	-	OTTCIT	595.50
01110	11022106504	TOOLS & SMALL EQUIP	VR 24071703-014	06/25/2024	-	OTTCIT	374.74
01110	11022306531	STREET MAINT SUPPLIES	VR 24071703-015	06/30/2024	-	OTTCIT	163.17
CHECK TOTAL FOR CHECK NUMBER 221319 DATED 07/17/2024 WRITTEN TO 15600 CARROLL DISTRIBUTING for the amount of							3199.63
01110	11022986599	OTHER SUPPLIES	VR 24071704-030	06/12/2024	-	ITEM 4105	152.62
01110	11022986599	OTHER SUPPLIES	VR 24071704-031	06/26/2024	-	TIEM 10600	161.06
CHECK TOTAL FOR CHECK NUMBER 221320 DATED 07/17/2024 WRITTEN TO 16300 CENTRAL IOWA FASTENERS for the amount of							313.68
01503	5031141	CASH INVESTED PASSBK SVNGVR	24071704-032	06/21/2024	-	REQUEST	775.00
CHECK TOTAL FOR CHECK NUMBER 221321 DATED 07/17/2024 WRITTEN TO 17825 CITY OF OTTUMWA, CEMETERYfor the amount of							775.00
01001	00144456419	TECHNOLOGY SERVICES	VR 24071708-016	07/01/2024	-	TECH SUPPORT JULY	32.95
CHECK TOTAL FOR CHECK NUMBER 221322 DATED 07/17/2024 WRITTEN TO 18502 CLUB SENTRY SOFTWARE for the amount of							32.95
01110	11022106532	SUSTENANCE SUPPLIES	VR 24071704-033	06/28/2024	-	BOOT ALLOWANCE	165.79
CHECK TOTAL FOR CHECK NUMBER 221323 DATED 07/17/2024 WRITTEN TO 21669 DEREK CRAFT for the amount of							165.79
01001	00166256506	OFFICE SUPPLIES	VR 24071704-034	06/28/2024	-	AP CHECKS	241.13

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CHECK TOTAL FOR CHECK NUMBER 221324 DATED 07/17/2024 WRITTEN TO 21818 CREATIVE FORMS & CONCEPTSfor the amount of							241.13
01301	30177436790	MAINT BLDG/STREET REPAIR VR 24071704-035	06/21/2024	-	86124		18040.00
CHECK TOTAL FOR CHECK NUMBER 221325 DATED 07/17/2024 WRITTEN TO 21842 CRESCENT ELECTRIC SUP CO for the amount of							18040.00
01001	00144456350	EQUIP REPAIR VR 24071707-048	07/01/2024	-	BEACH		130.00
01001	00144396310	BLDG MAINT & REPAIR VR 24071707-047	07/03/2024	-	210 W MAIN		665.00
01610	61088236499	CONTRACTUAL SERVICES VR 24071708-017	07/03/2024	-	933 JAMES		395.00
CHECK TOTAL FOR CHECK NUMBER 221326 DATED 07/17/2024 WRITTEN TO 22479 D P PLUMBING PLUS for the amount of							1190.00
01610	61088176530	SEWER/DRAINAGE SUPPLIES VR 24071704-036	06/20/2024	-	79684		9874.29
CHECK TOTAL FOR CHECK NUMBER 221327 DATED 07/17/2024 WRITTEN TO 22591 DAKOTA SUPPLY GROUP for the amount of							9874.29
01110	11022706181	CLOTHING ALOWANCE VR 24071708-018	07/01/2024	-	BOOT ALLOWANCE		166.88
CHECK TOTAL FOR CHECK NUMBER 221328 DATED 07/17/2024 WRITTEN TO 23025 BRADLEY DAVIS for the amount of							166.88
01001	00144306496	REFUNDS VR 24071708-019	07/08/2024	-	DAMAGE DEPOSIT		100.00
CHECK TOTAL FOR CHECK NUMBER 221329 DATED 07/17/2024 WRITTEN TO 25024 DIANA DOMINGUEZ for the amount of							100.00
01610	61088156430	SLUDGE HAULING VR 24071707-049	07/01/2024	-	SLUDGE HAULING		21391.27
CHECK TOTAL FOR CHECK NUMBER 221330 DATED 07/17/2024 WRITTEN TO 26640 ECOSYSTEMS INC for the amount of							21391.27
01313	31377266790	INFRASTRUCTURE VR 24071704-040	06/19/2024	-	210048		1277.34
01110	11022426504	TOOLS & SMALL EQUIP VR 24071704-039	05/10/2024	-	210048		20.39
01001	00111106419	TECHNOLOGY SERVICES VR 24071704-038	06/26/2024	-	210048		97.92
01001	00144306507	OPERATING SUPPLIES VR 24071704-041	06/20/2024	-	210048		220.87
01001	00111106419	TECHNOLOGY SERVICES VR 24071704-037	06/27/2024	-	210048		125.19
01001	00111106419	TECHNOLOGY SERVICES VR 24071708-020	07/02/2024	-	210048		-127.74
01001	00111506350	EQUIP REPAIR VR 24071708-021	07/03/2024	-	210048		207.44
CHECK TOTAL FOR CHECK NUMBER 221331 DATED 07/17/2024 WRITTEN TO 27010 CONSOLIDATED ELECTRICAL for the amount of							1821.41
01670	67088406331	VHCL MTCE SUPPLIES VR 24071707-017	06/06/2024	-	30397		702.64
01670	67088406333	VHCL-FUEL VR 24071707-015	06/13/2024	-	30397		1362.64
01670	67088406333	VHCL-FUEL VR 24071707-013	06/04/2024	-	30397		2073.08
01750	75044406333	VHCL-FUEL VR 24071704-042	06/04/2024	-	35654		556.31
01750	75044406335	IOWA FUEL TAX VR 24071704-043	06/04/2024	-	35654		55.65
01670	67088406333	VHCL-FUEL VR 24071707-014	06/06/2024	-	30397		510.75
01750	75044406333	VHCL-FUEL VR 24071704-044	06/18/2024	-	35654		910.11
01750	75044406335	IOWA FUEL TAX VR 24071704-045	06/18/2024	-	35654		86.43
01670	67088406333	VHCL-FUEL VR 24071707-016	06/25/2024	-	30397		1219.73
01670	67088406552	FUEL VR 24071708-024	07/09/2024	-	30397		2031.54
01670	67088406552	FUEL VR 24071708-022	07/09/2024	-	30397		240.62
01670	67088406556	IOWA FUEL TAX VR 24071708-023	07/09/2024	-	30397		27.99



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CHECK TOTAL FOR CHECK NUMBER 221332 DATED 07/17/2024 WRITTEN TO 27272 ELLIOTT BULK SERVICES LLCfor the amount of							9777.49
01133	13344106499	CONTRACTUAL SERVICES	VR 24071708-025	07/01/2024	-	RENEWAL	575.00
CHECK TOTAL FOR CHECK NUMBER 221333 DATED 07/17/2024 WRITTEN TO 27795 ENVISIONWARE, INC. for the amount of							575.00
01001	00144306532	SUSTENANCE SUPPLIES	VR 24071704-046	06/30/2024	-	BOOT ALLOWANCE	165.66
CHECK TOTAL FOR CHECK NUMBER 221334 DATED 07/17/2024 WRITTEN TO 27819 STEVE ERWIN for the amount of							165.66
01131	13122806415	RENTS & LEASES	VR 24071704-047	06/30/2024	-	14.4 HOURS JUNE	720.00
CHECK TOTAL FOR CHECK NUMBER 221335 DATED 07/17/2024 WRITTEN TO 27823 ERHARDT, CLAYTON for the amount of							720.00
01173	17344136520	LIBRARY MAT--JAMES ESTATEVR	24071708-026	07/01/2024	-	1 YEAR	150.00
CHECK TOTAL FOR CHECK NUMBER 221336 DATED 07/17/2024 WRITTEN TO 28880 SOUTHEAST IOWA UNION for the amount of							150.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071708-027	07/02/2024	-	DEF	406.55
CHECK TOTAL FOR CHECK NUMBER 221337 DATED 07/17/2024 WRITTEN TO 29270 FARMERS COOP ASSOCIATION for the amount of							406.55
01820	8202148	AVESIS PAYABLE	VR 24071708-028	06/26/2024	-	60790-1315	2468.77
CHECK TOTAL FOR CHECK NUMBER 221338 DATED 07/17/2024 WRITTEN TO 29829 FIDELITY SECURITY LIFE for the amount of							2468.77
01301	30177536407	ENGINEERING	VR 24071704-048	06/24/2024	-	PROJECT 5023130 MILNER	2088.95
01315	31577726490	OTHER PROF SERV	VR 24071704-049	06/25/2024	-	PROJECT 6024035 BLAKES	3919.80
CHECK TOTAL FOR CHECK NUMBER 221339 DATED 07/17/2024 WRITTEN TO 31797 GARDEN & ASSOCIATES LTD for the amount of							6008.75
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-016	06/14/2024	-	X10835	27.68
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-017	06/17/2024	-	X10835	926.60
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-018	06/18/2024	-	X10835	594.55
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-020	06/20/2024	-	X10835	-27.55
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-019	06/20/2024	-	X10835	16.06
CHECK TOTAL FOR CHECK NUMBER 221340 DATED 07/17/2024 WRITTEN TO 33653 GREGG YOUNG AUTOMOTIVE for the amount of							1537.34
01610	61088176532	SUSTENANCE SUPPLIES	VR 24071704-050	06/10/2024	-	BOOT ALLOWANCE	52.13
CHECK TOTAL FOR CHECK NUMBER 221341 DATED 07/17/2024 WRITTEN TO 34901 DRAYTON HAMM for the amount of							52.13
01001	00144306532	SUSTENANCE SUPPLIES	VR 24071705-001	06/28/2024	-	BOOT ALLOWANCE	150.02
CHECK TOTAL FOR CHECK NUMBER 221342 DATED 07/17/2024 WRITTEN TO 35291 HANK HARPER for the amount of							150.02
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071705-002	06/25/2024	-	539000	76.75

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CHECK TOTAL FOR CHECK NUMBER 221343 DATED 07/17/2024 WRITTEN TO 36083						HAWKEYE TRUCK EQUIPMENT for the amount of	76.75
01001	00111906490	OTHER PROF SERV	VR 24071705-003	06/30/2024	-	ASSESSMENT	405.00
CHECK TOTAL FOR CHECK NUMBER 221344 DATED 07/17/2024 WRITTEN TO 36302						HEARTLAND HUMANE SOCIETY for the amount of	405.00
01110	11022106532	SUSTENANCE SUPPLIES	VR 24071705-004	06/24/2024	-	BOOT ALLOWANCE	180.00
CHECK TOTAL FOR CHECK NUMBER 221345 DATED 07/17/2024 WRITTEN TO 36874						RANDY HEMM for the amount of	180.00
01673	67388436402	ADVERT/LEGAL PUBL	VR 24071708-029	07/05/2024	-	WEBSITE	90.00
01673	67388436402	ADVERT/LEGAL PUBL	VR 24071708-073	07/09/2024	-	SMS FEE, TWILLO	120.00
CHECK TOTAL FOR CHECK NUMBER 221346 DATED 07/17/2024 WRITTEN TO 37476						HILL PRODUCTIONS & MEDIA for the amount of	210.00
01001	00111106411	LEGAL FEES	VR 24071705-005	06/12/2024	-	ATTORNEY FEES	16732.89
CHECK TOTAL FOR CHECK NUMBER 221347 DATED 07/17/2024 WRITTEN TO 38195						HOPKINS & HUBBNER PC for the amount of	16732.89
01130	13011246163	IMWCA 411 TPA FEES	VR 24071708-040	06/30/2024	-	OTTPA001 411 Q FEE	375.00
01130	13011546163	IMWCA 411 TPA FEES	VR 24071708-041	06/30/2024	-	OTTPA001 411 Q FEE	375.00
CHECK TOTAL FOR CHECK NUMBER 221348 DATED 07/17/2024 WRITTEN TO 41505A						IMWCA for the amount of	750.00
01001	00111506230	TRAINING	VR 24071705-006	06/12/2024	-	FERDIG	1195.00
CHECK TOTAL FOR CHECK NUMBER 221349 DATED 07/17/2024 WRITTEN TO 41750						INDIAN HILLS COMM COLLEGEfor the amount of	1195.00
01001	00144396310	BLDG MAINT & REPAIR	VR 24071705-007	06/26/2024	-	CITY HALL	33.00
CHECK TOTAL FOR CHECK NUMBER 221350 DATED 07/17/2024 WRITTEN TO 41920A						INDUSTRIAL CHEMICAL for the amount of	33.00
01001	00122606181	CLOTHING ALLOWANCE	VR 24071708-030	07/09/2024	-	BOOT ALLOWANCE	96.30
CHECK TOTAL FOR CHECK NUMBER 221351 DATED 07/17/2024 WRITTEN TO 42096						CHAD INGLE for the amount of	96.30
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071705-010	06/25/2024	-	20U2012	301.24
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071705-009	06/25/2024	-	20U2012	44.35
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071705-008	06/26/2024	-	20U2012	70.63
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071708-034	07/01/2024	-	20U2012	407.34
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071708-031	07/03/2024	-	20U2012	127.23
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071708-033	07/03/2024	-	20U2012	46.76
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071708-036	07/05/2024	-	20U2012	302.95
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071708-037	07/07/2024	-	20U2012	37.11
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071708-035	07/08/2024	-	20U2012	324.20
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071708-032	07/08/2024	-	20U2012	813.42
CHECK TOTAL FOR CHECK NUMBER 221352 DATED 07/17/2024 WRITTEN TO 42160						INGRAM LIBRARY SERVICES for the amount of	2475.23
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071705-011	06/27/2024	-	002010	529.28

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CHECK TOTAL FOR CHECK NUMBER 221353 DATED 07/17/2024 WRITTEN TO 42170 INLAND TRUCK PARTS & SERVfor the amount of							529.28
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071705-012	06/05/2024	-	2056	506.62
CHECK TOTAL FOR CHECK NUMBER 221354 DATED 07/17/2024 WRITTEN TO 43265 INTERSTATE BATTERY for the amount of							506.62
01001	00133406499	CONTRACTUAL SERVICES	VR 24071705-013	06/15/2024	-	INTERPRETATION	49.40
CHECK TOTAL FOR CHECK NUMBER 221355 DATED 07/17/2024 WRITTEN TO 43476 IOWA INTERNATIONAL for the amount of							49.40
01001	00111106230	TRAINING	VR 24071705-014	06/26/2024	-	MCCOY PARMENTER	115.00
CHECK TOTAL FOR CHECK NUMBER 221356 DATED 07/17/2024 WRITTEN TO 43485 IOWA COUNTY ATTORNEY ASSCfor the amount of							115.00
01610	61088156230	TRAINING	VR 24071708-038	06/25/2024	-	YOUNG	30.00
CHECK TOTAL FOR CHECK NUMBER 221357 DATED 07/17/2024 WRITTEN TO 43514 IOWA DEPT NATURAL RESOURCfor the amount of							30.00
01670	67088406230	TRAINING	VR 24071708-039	06/27/2024	-	MUNLEY	20.00
CHECK TOTAL FOR CHECK NUMBER 221358 DATED 07/17/2024 WRITTEN TO 43521 IOWA DEPT NATURAL RESOURCfor the amount of							20.00
01001	00111106490	OTHER PROF SERV	VR 24071705-015	06/24/2024	-	EVALUATION	200.00
CHECK TOTAL FOR CHECK NUMBER 221359 DATED 07/17/2024 WRITTEN TO 43880A IA LAW ENFORCEMENT ACADEMfor the amount of							200.00
01001	00122606490	OTHER PROF SERV	VR 24071705-016	06/28/2024	-	270	353.70
CHECK TOTAL FOR CHECK NUMBER 221360 DATED 07/17/2024 WRITTEN TO 43999 IOWA ONE CALL for the amount of							353.70
01610	61088246210	DUES & MEMBERSHIPS	VR 24071708-042	07/02/2024	-	ISWEP MEMBERSHIP	4940.00
CHECK TOTAL FOR CHECK NUMBER 221361 DATED 07/17/2024 WRITTEN TO 44255 IOWA STORMWATER EDUCATIONfor the amount of							4940.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071705-017	05/28/2024	-	GRADER TIRE	200.00
CHECK TOTAL FOR CHECK NUMBER 221362 DATED 07/17/2024 WRITTEN TO 44259 IOWA TIRE SALES COMPANY for the amount of							200.00
01301	30177346499	CONTRACTUAL SERVICES	VR 24071705-018	06/26/2024	-	R200709 MARY ST	6000.00
CHECK TOTAL FOR CHECK NUMBER 221363 DATED 07/17/2024 WRITTEN TO 45044 JEO CONSULTING GROUP, INCfor the amount of							6000.00
01001	00133406470	WEED MOWING	VR 24071705-021	06/28/2024	-	CL1138	905.00
01001	00133406470	WEED MOWING	VR 24071705-022	06/28/2024	-	ONE TIME MOW	130.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24071705-023	06/28/2024	-	N DAVIS	195.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24071705-024	06/28/2024	-	CLEAN UP	975.00
01001	00133406470	WEED MOWING	VR 24071705-025	06/28/2024	-	ONE TIME MOW	130.00
01001	00133406470	WEED MOWING	VR 24071708-046	07/05/2024	-	CL1143	893.75
01001	00133406470	WEED MOWING	VR 24071708-044	07/05/2024	-	ONE TIME MOW	162.50
01001	00133416499	CONTRACTUAL SERVICES	VR 24071708-045	07/05/2024	-	CLEAN UPS	1645.32

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01001	00133406470	WEED MOWING	VR 24071708-043	07/05/2024	-	WEEK 12	4505.00
01001	00133406470	WEED MOWING	VR 24071705-020	06/28/2024	-	ML1039	5095.00
CHECK TOTAL FOR CHECK NUMBER 221364 DATED 07/17/2024 WRITTEN TO 45057 J & J MOWING for the amount of							14636.57
01315	31577726499	CONTRACTUAL	VR 24071705-019	06/30/2024	-	BLAKES BRANCH	400178.95
CHECK TOTAL FOR CHECK NUMBER 221365 DATED 07/17/2024 WRITTEN TO 45059A J&K CONTRACTING for the amount of							400178.95
01001	00111506310	MAINT BLDG EXPENSE	VR 24071705-026	06/30/2024	-	SERVICE CALL	100.00
CHECK TOTAL FOR CHECK NUMBER 221366 DATED 07/17/2024 WRITTEN TO 49206 KLODT DOOR SERVICE LLC for the amount of							100.00
01001	00144456502	CONCESSION - RESALE	VR 24071705-027	06/26/2024	-	89299	3225.16
01001	00144456502	CONCESSION - RESALE	VR 24071708-047	07/03/2024	-	89299	5684.25
CHECK TOTAL FOR CHECK NUMBER 221367 DATED 07/17/2024 WRITTEN TO 49687 KOHL WHOLESALE for the amount of							8909.41
01001	00111506350	EQUIP REPAIR	VR 24071705-028	06/27/2024	-	UNIT 2 SO-7112	2303.06
CHECK TOTAL FOR CHECK NUMBER 221368 DATED 07/17/2024 WRITTEN TO 51417 LEGACY FIRE APPARATUS for the amount of							2303.06
01610	61088156532	SUSTENANCE SUPPLIES	VR 24071705-029	06/28/2024	-	SAFETY ALLOWANCE	170.50
01610	61088156230	TRAINING	VR 24071708-048	07/09/2024	-	CDL	48.50
CHECK TOTAL FOR CHECK NUMBER 221369 DATED 07/17/2024 WRITTEN TO 51719 ERIC LEWIS for the amount of							219.00
01673	67388436492	TIRE DISPOSAL	VR 24071705-030	06/22/2024	-	55869	2769.68
CHECK TOTAL FOR CHECK NUMBER 221370 DATED 07/17/2024 WRITTEN TO 51968 LIBERTY TIRE for the amount of							2769.68
01670	67088406506	OFFICE SUPPLIES	VR 24071706-001	06/11/2024	-	0000282	95.00
CHECK TOTAL FOR CHECK NUMBER 221371 DATED 07/17/2024 WRITTEN TO 52990 LOKTRONICS SECURITY CORP for the amount of							95.00
01001	00166306240	Travel & Conferences	VR 24071705-031	06/25/2024	-	REIMBURSEMENT	16.88
CHECK TOTAL FOR CHECK NUMBER 221372 DATED 07/17/2024 WRITTEN TO 53302 QUINTON LUNT for the amount of							16.88
01001	00144306496	REFUNDS	VR 24071708-049	07/11/2024	-	DAMAGE DEPOSIT	50.00
CHECK TOTAL FOR CHECK NUMBER 221373 DATED 07/17/2024 WRITTEN TO 53303 JENNIFER LUJAN for the amount of							50.00
01001	00111506532	SUSTENANCE SUPPLIES	VR 24071705-032	06/30/2024	-	OTTUM004	3942.96
CHECK TOTAL FOR CHECK NUMBER 221374 DATED 07/17/2024 WRITTEN TO 53691 MACQUEEN EQUIPMENT for the amount of							3942.96
01125	12555106499	DOWNTOWN MAINTENANCE	VR 24071708-050	07/08/2024	-	DMP 1ST INSTALL	9784.50
01125	12555516413	PAYMENTS- OTHER ENTITIES	VR 24071708-051	07/09/2024	-	ANNAUL MSO CONTRIBUTION	30000.00



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CHECK TOTAL FOR CHECK NUMBER 221375 DATED 07/17/2024 WRITTEN TO 54187 MAIN STREET OTTUMWA for the amount of							39784.50
01610	61088176531	STREET MAINT SUPPLIES	VR 24071705-034	06/17/2024	-	77041	329.94
01110	11022106531	STREET MAINT SUPPLIES	VR 24071705-037	06/24/2024	-	77041	2687.31
01610	61088176531	STREET MAINT SUPPLIES	VR 24071705-033	06/26/2024	-	77041	1764.68
01110	11022106531	STREET MAINT SUPPLIES	VR 24071705-038	06/26/2024	-	77041	688.84
01110	11022106531	STREET MAINT SUPPLIES	VR 24071705-036	06/27/2024	-	77041	999.75
01610	61088176531	STREET MAINT SUPPLIES	VR 24071705-035	06/27/2024	-	77041	281.95
01610	61088176531	STREET MAINT SUPPLIES	VR 24071708-052	07/03/2024	-	77041	329.94
01610	61088176531	STREET MAINT SUPPLIES	VR 24071708-053	07/05/2024	-	77041	1919.50
CHECK TOTAL FOR CHECK NUMBER 221376 DATED 07/17/2024 WRITTEN TO 54390 MANATT'S INC for the amount of							9001.91
01001	00122606532	SUSTENANCE SUPPLIES	VR 24071705-039	06/29/2024	-	BOOT ALLOWANCE	180.00
CHECK TOTAL FOR CHECK NUMBER 221377 DATED 07/17/2024 WRITTEN TO 55535 SCOTT MCCARTY For the amount of							180.00
01001	00144306532	SUSTENANCE SUPPLIES	VR 24071705-040	06/29/2024	-	BOOT ALLOWANCE	180.00
CHECK TOTAL FOR CHECK NUMBER 221378 DATED 07/17/2024 WRITTEN TO 56063 DARYL MCCONKEY for the amount of							180.00
01001	00111506599	OTHER SUPPLIES	VR 24071705-041	06/25/2024	-	FIRE ASSESSMENTS	19.26
CHECK TOTAL FOR CHECK NUMBER 221379 DATED 07/17/2024 WRITTEN TO 57299 MIKE MCQUISTION for the amount of							19.26
01131	13122806532	SUSTENANCE SUPPLIES	VR 24071702-026	06/17/2024	-	31850255	81.87
01001	00144306507	OPERATING SUPPLIES	VR 24071702-027	06/18/2024	-	31850255	23.14
01110	11022426531	STREET MAINT SUPPLIES	VR 24071702-028	06/18/2024	-	31850255	10.94
01001	00144306507	OPERATING SUPPLIES	VR 24071702-029	06/18/2024	-	31850255	22.59
01110	11022306531	STREET MAINT SUPPLIES	VR 24071702-030	06/18/2024	-	31850255	2.77
01001	00144456507	OPERATING SUPPLIES	VR 24071702-031	06/18/2024	-	31850255	54.11
01001	00144306320	GROUNDS MAINT & REPAIR	VR 24071702-032	06/19/2024	-	31850255	8.36
01610	61088156507	OPERATING SUPPLIES	VR 24071702-033	06/19/2024	-	31850255	24.84
01001	00144306504	TOOLS & SMALL EQUIP	VR 24071702-034	06/19/2024	-	31850255	14.20
01610	61088156507	OPERATING SUPPLIES	VR 24071702-035	06/19/2024	-	31850255	37.14
01001	00144306507	OPERATING SUPPLIES	VR 24071702-036	06/20/2024	-	31850255	29.98
01001	00144306507	OPERATING SUPPLIES	VR 24071702-037	06/20/2024	-	31850255	-29.98
01001	00144306507	OPERATING SUPPLIES	VR 24071702-038	06/20/2024	-	31850255	20.96
01001	00144306504	TOOLS & SMALL EQUIP	VR 24071702-039	06/20/2024	-	31850255	26.57
01001	00144306507	OPERATING SUPPLIES	VR 24071702-040	06/20/2024	-	31850255	12.99
01001	00144306507	OPERATING SUPPLIES	VR 24071702-041	06/20/2024	-	31850255	12.57
01001	00144306507	OPERATING SUPPLIES	VR 24071702-042	06/20/2024	-	31850255	27.61
01001	00111506350	EQUIP REPAIR	VR 24071702-023	06/14/2024	-	31850255	2.99
01001	00144306504	TOOLS & SMALL EQUIP	VR 24071702-043	06/20/2024	-	31850255	47.80
01610	61088176331	VHCL MTCE SUPPLIES	VR 24071702-024	06/14/2024	-	31850255	118.00
01001	00122606504	TOOLS & SMALL EQUIP	VR 24071702-044	06/21/2024	-	31850255	219.48
01610	61088156507	OPERATING SUPPLIES	VR 24071702-045	06/21/2024	-	31850255	8.97
01001	00144306507	OPERATING SUPPLIES	VR 24071702-025	06/14/2024	-	31850255	57.14
01110	11022426531	STREET MAINT SUPPLIES	VR 24071702-046	06/24/2024	-	31850255	15.97
01001	00122606504	TOOLS & SMALL EQUIP	VR 24071702-047	06/24/2024	-	31850255	61.45

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01110	11022986599	OTHER SUPPLIES	VR 24071702-048	06/24/2024	-	31850255	29.53
01001	00144456507	OPERATING SUPPLIES	VR 24071702-049	06/24/2024	-	31850255	15.76
01001	00144396507	OPERATING SUPPLIES	VR 24071702-050	06/25/2024	-	31850255	279.98
01001	00144306507	OPERATING SUPPLIES	VR 24071702-051	06/25/2024	-	31850255	23.67
01001	00111506599	OTHER SUPPLIES	VR 24071702-052	06/25/2024	-	31850255	41.45
01135	13544506507	OPERATING SUPPLIES	VR 24071702-053	06/25/2024	-	31850255	78.64
01610	61088156331	VHCL MTCE SUPPLIES	VR 24071702-054	06/26/2024	-	31850255	32.98
01110	11022426531	STREET MAINT SUPPLIES	VR 24071702-055	06/27/2024	-	31850255	16.94
01610	61088156507	OPERATING SUPPLIES	VR 24071702-056	06/27/2024	-	31850255	3.99
01110	11022106504	TOOLS & SMALL EQUIP	VR 24071702-057	06/28/2024	-	31850255	29.88
01001	00122606506	OFFICE SUPPLIES	VR 24071702-058	06/28/2024	-	31850255	15.98
01001	00166506507	OPERATING SUPPLIES	VR 24071702-001	06/01/2024	-	31850255	374.16
01110	11022406531	STREET MAINT SUPPLIES	VR 24071702-002	06/03/2024	-	31850255	2.49
01001	00166506310	BUILDING MAINTENANCE REPAVR	24071702-003	06/03/2024	-	31850255	113.03
01001	00144306507	OPERATING SUPPLIES	VR 24071702-004	06/03/2024	-	31850255	115.05
01001	00166506310	BUILDING MAINTENANCE REPAVR	24071702-005	06/04/2024	-	31850255	36.97
01110	11022106532	SUSTENANCE SUPPLIES	VR 24071702-006	06/04/2024	-	31850255	15.70
01001	00144306507	OPERATING SUPPLIES	VR 24071702-007	06/04/2024	-	31850255	29.98
01001	00166506507	OPERATING SUPPLIES	VR 24071702-008	06/05/2024	-	31850255	23.80
01001	00144306507	OPERATING SUPPLIES	VR 24071702-009	06/05/2024	-	31850255	16.71
01110	11022976507	OPERATING SUPPLIES	VR 24071702-010	06/06/2024	-	31850255	137.98
01001	00111506507	OPERATING SUPPLIES	VR 24071702-011	06/06/2024	-	31850255	57.93
01001	00166506507	OPERATING SUPPLIES	VR 24071702-012	06/07/2024	-	31850255	125.83
01670	67088406506	OFFICE SUPPLIES	VR 24071702-013	06/07/2024	-	31850255	8.99
01670	67088406507	OPERATING SUPPLIES	VR 24071702-014	06/07/2024	-	31850255	39.99
01001	00166506507	OPERATING SUPPLIES	VR 24071702-015	06/10/2024	-	31850255	48.28
01001	00144306507	OPERATING SUPPLIES	VR 24071702-016	06/10/2024	-	31850255	15.98
01001	00166506507	OPERATING SUPPLIES	VR 24071702-017	06/10/2024	-	31850255	53.98
01001	00111506320	GROUNDS MAINT & REPAIR	VR 24071702-018	06/10/2024	-	31850255	32.46
01001	00144396507	OPERATING SUPPLIES	VR 24071702-019	06/11/2024	-	31850255	353.97
01001	00144396507	OPERATING SUPPLIES	VR 24071702-020	06/12/2024	-	31850255	452.90
01673	67388436504	TOOLS & SMALL EQUIP	VR 24071702-021	06/13/2024	-	31850255	303.65
01670	67088406506	OFFICE SUPPLIES	VR 24071702-022	06/13/2024	-	31850255	41.67
CHECK TOTAL FOR CHECK NUMBER 221383 DATED 07/17/2024 WRITTEN TO 57385 MENARDS for the amount of							3882.76
01610	61088156512	LAB SUPPLIES	VR 24071705-042	02/23/2024	-	40219	602.50
01610	61088156512	LAB SUPPLIES	VR 24071705-043	05/06/2024	-	40219	625.00
CHECK TOTAL FOR CHECK NUMBER 221384 DATED 07/17/2024 WRITTEN TO 58480 MICROBAC LABORATORIES INC for the amount of							1227.50
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24071705-044	06/27/2024	-	DEF EQUIPMENT	2535.04
CHECK TOTAL FOR CHECK NUMBER 221385 DATED 07/17/2024 WRITTEN TO 58550 MID IOWA PETROLEUM SERV for the amount of							2535.04
01673	67388436331	VHCL MTCE SUPPLIES	VR 24071705-045	06/28/2024	-	BALER	453.04
CHECK TOTAL FOR CHECK NUMBER 221386 DATED 07/17/2024 WRITTEN TO 58555 MID-IOWA SOLID WASTE for the amount of							453.04
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071708-054	07/03/2024	-	0591	134.00

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CHECK TOTAL FOR CHECK NUMBER 221387 DATED 07/17/2024 WRITTEN TO 59301 MIDWEST AUTO GLASS & TIREfor the amount of							134.00
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24071705-046	06/24/2024	-	2000006388	26.24
CHECK TOTAL FOR CHECK NUMBER 221388 DATED 07/17/2024 WRITTEN TO 59382 MIDWEST TAPE for the amount of							26.24
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071705-047	06/21/2024	-	#736	22.00
CHECK TOTAL FOR CHECK NUMBER 221389 DATED 07/17/2024 WRITTEN TO 59753 MIKES TIRE AND for the amount of							22.00
01110	11022106532	SUSTENANCE SUPPLIES	VR 24071705-048	05/30/2024	-	BOOT ALLOWANCE	131.17
CHECK TOTAL FOR CHECK NUMBER 221390 DATED 07/17/2024 WRITTEN TO 60001 COLTON MILLARD for the amount of							131.17
01610	61088156532	SUSTENANCE SUPPLIES	VR 24071705-049	06/27/2024	-	BOOT ALLOWANCE	133.74
CHECK TOTAL FOR CHECK NUMBER 221391 DATED 07/17/2024 WRITTEN TO 61603 DOYLE MOORE for the amount of							133.74
01610	61088176331	VHCL MTCE SUPPLIES	VR 24071706-002	06/13/2024	-	OTTAWAPW	906.91
CHECK TOTAL FOR CHECK NUMBER 221392 DATED 07/17/2024 WRITTEN TO 62580 MUNICIPAL PIPE TOOL CO LLfor the amount of							906.91
01610	61088156507	OPERATING SUPPLIES	VR 24071705-050	06/13/2024	-	WPCF	877.00
01610	61088156507	OPERATING SUPPLIES	VR 24071705-051	06/21/2024	-	WPCF	3971.60
CHECK TOTAL FOR CHECK NUMBER 221393 DATED 07/17/2024 WRITTEN TO 62600 MUNICIPAL SUPPLY INC for the amount of							4848.60
01110	11022106531	STREET MAINT SUPPLIES	VR 24071706-003	06/29/2024	-	OTTUMSTR	2625.15
CHECK TOTAL FOR CHECK NUMBER 221394 DATED 07/17/2024 WRITTEN TO 66001 NORRIS ASPHALT PAVING INCfor the amount of							2625.15
01001	00166256240	TRAVEL & CONFERENCE	VR 24071706-004	06/23/2024	-	MILEAGE	61.64
CHECK TOTAL FOR CHECK NUMBER 221395 DATED 07/17/2024 WRITTEN TO 66532 COLE O'DONNELL for the amount of							61.64
01137	13711556413	PAYMENT- OTHER ENTITIES	VR 24071706-005	06/27/2024	-	HMEP OCT 23-SEPT 24	1200.00
CHECK TOTAL FOR CHECK NUMBER 221396 DATED 07/17/2024 WRITTEN TO 66534 OCCUPATIONAL SAFETY SOLUTfor the amount of							1200.00
01001	00111506498	MISC CONTRACT WORK	VR 24071708-055	07/01/2024	-	201 N WAPELLO	55.00
CHECK TOTAL FOR CHECK NUMBER 221397 DATED 07/17/2024 WRITTEN TO 66561 OFFICIAL PEST CONTROL for the amount of							55.00
01610	61088156499	CONTRACTUAL SERVICES	VR 24071707-050	07/01/2024	-	10002	1350.00
CHECK TOTAL FOR CHECK NUMBER 221398 DATED 07/17/2024 WRITTEN TO 67058 ONSITE SERVICE SOLUTIONS for the amount of							1350.00
01001	00111506331	VHCL MTCE SUPPLIES	VR 24071703-023	05/29/2024	-	131522	65.94
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-024	05/29/2024	-	131522	12.79
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-025	05/30/2024	-	131522	149.29

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01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-026	06/03/2024	-	131522	100.54
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-027	06/04/2024	-	131522	63.02
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-028	06/04/2024	-	131522	177.14
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-029	06/05/2024	-	131522	303.64
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-030	06/05/2024	-	131522	99.78
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-031	06/06/2024	-	131522	18.04
01110	11022986599	OTHER SUPPLIES	VR 24071703-032	06/07/2024	-	131522	9.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-033	06/12/2024	-	131522	255.69
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-034	06/13/2024	-	131522	59.98
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-035	06/13/2024	-	131522	-56.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-036	06/13/2024	-	131522	116.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-037	06/13/2024	-	131522	-59.98
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-038	06/13/2024	-	131522	58.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-039	06/17/2024	-	131522	12.82
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-040	06/18/2024	-	131522	14.12
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-041	06/18/2024	-	131522	87.86
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-042	06/18/2024	-	131522	83.28
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-043	06/19/2024	-	131522	-60.29
01110	11022986599	OTHER SUPPLIES	VR 24071703-044	06/19/2024	-	131522	24.99
01135	13544506331	VHCL MTCE SUPPLIES	VR 24071703-045	06/20/2024	-	131522	67.74
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-046	06/21/2024	-	131522	69.29
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-047	06/21/2024	-	131522	15.69
01001	00111506331	VHCL MTCE SUPPLIES	VR 24071703-048	06/24/2024	-	131522	57.34
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-049	06/25/2024	-	131522	56.06
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-050	06/25/2024	-	131522	129.92
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-051	06/26/2024	-	131522	-41.48
01001	00111506504	TOOLS & SMALL EQUIP	VR 24071703-052	06/26/2024	-	131522	223.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071703-053	06/27/2024	-	131522	11.99
01110	11022986504	TOOLS & SMALL EQUIP	VR 24071703-054	06/28/2024	-	131522	36.99
01110	11022986504	TOOLS & SMALL EQUIP	VR 24071703-055	06/28/2024	-	131522	-36.99
CHECK TOTAL FOR CHECK NUMBER 221400 DATED 07/17/2024 WRITTEN TO 67098 O'REILLY AUTOMOTIVE for the amount of							2127.18
01110	11022706162	EMPLOYEE PHYSICALS/TESTS	VR 24071706-006	06/11/2024	-	3989K6270	40.00
01610	61088176162	EMPLOYEE PHYSICALS/TESTS	VR 24071706-007	06/04/2024	-	3989K6270	21.00
01001	00144456162	EMPLOYEE PHYSICALS/TEST	VR 24071706-011	06/06/2024	-	3989K6270	132.00
01610	61088156162	EMPLOYEE PHYSICALS/TESTS	VR 24071706-009	06/11/2024	-	3989K6270	40.00
01001	00166256162	EMPLOYEE PHYSICALS/TESTS	VR 24071706-008	06/11/2024	-	3989K6270	132.00
01001	00144456162	EMPLOYEE PHYSICALS/TEST	VR 24071706-010	06/13/2024	-	3989K6270	35.00
01670	67088406162	EMPLOYEE PHYSICALS/TESTS	VR 24071706-053	06/25/2024	-	3989K6270	132.00
CHECK TOTAL FOR CHECK NUMBER 221401 DATED 07/17/2024 WRITTEN TO 68238 OTTUMWA HEALTH GROUP LLC for the amount of							532.00
01133	13344106499	CONTRACTUAL SERVICES	VR 24071708-056	07/01/2024	-	CD0649724201835	6426.96
CHECK TOTAL FOR CHECK NUMBER 221402 DATED 07/17/2024 WRITTEN TO 69193 OVERDRIVE INC. for the amount of							6426.96
01001	00144306507	OPERATING SUPPLIES	VR 24071706-012	06/07/2024	-	301451420000	646.80



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CHECK TOTAL FOR CHECK NUMBER 221403 DATED 07/17/2024 WRITTEN TO 72253 PPG ARCHITECTURAL FINISHEfor the amount of							646.80
01001	00166506409	JANITORIAL	VR 24071706-049	06/30/2024	-	CITY HALL JUNE	2000.00
01131	13122806409	JANITORIAL	VR 24071706-050	06/30/2024	-	AIRPORT JUNE	150.00
01001	00144396409	JANITORIAL	VR 24071706-051	06/30/2024	-	DEPOT JUNE	1000.00
CHECK TOTAL FOR CHECK NUMBER 221404 DATED 07/17/2024 WRITTEN TO 73971 PROFESSIONAL JANITORIAL for the amount of							3150.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071706-013	06/07/2024	-	561	130.00
CHECK TOTAL FOR CHECK NUMBER 221405 DATED 07/17/2024 WRITTEN TO 74625 QUALITY SERVICES 149 for the amount of							130.00
01670	67088406490	OTHER PROF SERV	VR 24071706-014	06/30/2024	-	COMPACTOR, TRACK LOADER	1050.00
CHECK TOTAL FOR CHECK NUMBER 221406 DATED 07/17/2024 WRITTEN TO 75926 REDLINE PRESSURE WASHING for the amount of							1050.00
01001	00144306496	REFUNDS	VR 24071708-057	07/08/2024	-	DAMAGE DEPOSIT	100.00
CHECK TOTAL FOR CHECK NUMBER 221407 DATED 07/17/2024 WRITTEN TO 76336 DENNIS RENFREW for the amount of							100.00
01151	15144326499	CONTRACTUAL SERVICES	VR 24071706-015	06/25/2024	-	CITY HALL	384805.09
CHECK TOTAL FOR CHECK NUMBER 221408 DATED 07/17/2024 WRITTEN TO 77203 RG CONSTRUCTION, LLC for the amount of							384805.09
01001	00166106210	DUES & MEMBERSHIPS	VR 24071708-058	07/08/2024	-	QUARTER 1 DUES	228.50
CHECK TOTAL FOR CHECK NUMBER 221409 DATED 07/17/2024 WRITTEN TO 77965 ROTARY CLUB OF OTTUMWA for the amount of							228.50
01001	00144306372	SANITATION	VR 24071706-016	06/28/2024	-	PORTABLE	115.56
CHECK TOTAL FOR CHECK NUMBER 221410 DATED 07/17/2024 WRITTEN TO 78105 ROYAL PORTABLE TOILETS for the amount of							115.56
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071706-017	06/27/2024	-	COO	41.94
01610	61088176531	STREET MAINT SUPPLIES	VR 24071706-018	06/28/2024	-	COO	37.98
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071708-059	07/08/2024	-	COO	77.97
01001	00144306504	TOOLS & SMALL EQUIP	VR 24071708-060	07/10/2024	-	COO	40.97
CHECK TOTAL FOR CHECK NUMBER 221411 DATED 07/17/2024 WRITTEN TO 78279 S & L ALL SEASON for the amount of							198.86
01110	11022106532	SUSTENANCE SUPPLIES	VR 24071706-019	06/28/2024	-	BOOT ALLOWANCE	180.00
CHECK TOTAL FOR CHECK NUMBER 221412 DATED 07/17/2024 WRITTEN TO 79204 CHRIS SCHARK for the amount of							180.00
01133	13344106310	BUILDING MAINT REPAIR	VR 24071708-063	07/01/2024	-	1003259	240.70
01001	00166506310	BUILDING MAINTENANCE REPAVR	24071708-061	07/01/2024	-	1001846	293.75
01001	00144396310	BLDG MAINT & REPAIR	VR 24071708-062	07/01/2024	-	1016977	419.19
CHECK TOTAL FOR CHECK NUMBER 221413 DATED 07/17/2024 WRITTEN TO 79358 SCHUMACHER ELEVATOR CO for the amount of							953.64
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-019	06/04/2024	-	1550	61.36

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BATCH NUMBER CHKX

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01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-020	06/04/2024	-	1550	48.29
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071707-021	06/05/2024	-	1550	9.30
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-022	06/06/2024	-	1550	153.90
01670	67088406331	VHCL MTCE SUPPLIES	VR 24071707-023	06/06/2024	-	1550	107.88
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-024	06/07/2024	-	1550	76.51
01110	11022986504	TOOLS & SMALL EQUIP	VR 24071707-025	06/07/2024	-	1550	10.39
01001	00144306331	VHCL MTCE SUPPLIES	VR 24071707-026	06/07/2024	-	1550	11.28
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-027	06/10/2024	-	1550	153.88
01110	11022986504	TOOLS & SMALL EQUIP	VR 24071707-028	06/10/2024	-	1550	10.39
01110	11022986599	OTHER SUPPLIES	VR 24071707-029	06/12/2024	-	1550	9.94
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-030	06/12/2024	-	1550	73.86
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-031	06/14/2024	-	1550	25.19
01131	13122806333	VHCL-FUEL	VR 24071707-032	06/18/2024	-	1550	151.40
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-033	06/19/2024	-	1550	27.30
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-034	06/19/2024	-	1550	1930.50
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-035	06/20/2024	-	1550	15.09
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-036	06/20/2024	-	1550	72.59
01110	11022986599	OTHER SUPPLIES	VR 24071707-037	06/21/2024	-	1550	72.59
01673	67388436331	VHCL MTCE SUPPLIES	VR 24071707-038	06/21/2024	-	1550	420.30
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-039	06/24/2024	-	1550	7.72
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-040	06/25/2024	-	1550	4.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-041	06/27/2024	-	1550	115.91
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-042	06/27/2024	-	1550	35.40
01110	11022986504	TOOLS & SMALL EQUIP	VR 24071707-043	06/28/2024	-	1550	72.08
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-044	06/28/2024	-	1550	41.61
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-046	06/28/2024	-	1550	37.65
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071707-045	06/28/2024	-	1550	37.65
CHECK TOTAL FOR CHECK NUMBER 221415 DATED 07/17/2024 WRITTEN TO 82136 SINCLAIR NAPA for the amount of							3793.96
01110	11022986504	TOOLS & SMALL EQUIP	VR 24071706-020	06/28/2024	-	06282495729	38.75
CHECK TOTAL FOR CHECK NUMBER 221416 DATED 07/17/2024 WRITTEN TO 83100A SNAP-ON-TOOLS for the amount of							38.75
01133	13344106499	CONTRACTUAL SERVICES	VR 24071708-064	07/10/2024	-	CATALOGING	3750.00
CHECK TOTAL FOR CHECK NUMBER 221417 DATED 07/17/2024 WRITTEN TO 85285 STATE LIBRARY OF IOWA for the amount of							3750.00
01673	67388436490	OTHER PROF SERV	VR 24071706-031	04/29/2024	-	03-0077	2049.30
01001	00144306410	CONTRACT EMPLOYEES	VR 24071706-022	06/10/2024	-	03-0077	1932.00
01001	00144306410	CONTRACT EMPLOYEES	VR 24071706-021	06/10/2024	-	03-0077	3234.38
01610	61088176410	CONTRACT EMPLOYEES	VR 24071706-034	06/24/2024	-	03-0077	828.00
01110	11022106410	CONTRACT EMPLOYEES	VR 24071706-023	06/24/2024	-	03-0077	1236.48
01110	11022406410	CONTRACT EMPLOYEES	VR 24071706-036	06/24/2024	-	03-0077	1032.93
01610	61088156410	CONTRACT EMPLOYEES	VR 24071706-026	06/24/2024	-	03-0077	552.00
01670	67088406490	OTHER PROF SERV	VR 24071706-027	06/24/2024	-	03-0077	1248.56
01673	67388436490	OTHER PROF SERV	VR 24071706-029	06/24/2024	-	03-0077	1555.96
01135	13544506410	CONTRACT EMPLOYEES	VR 24071706-033	06/24/2024	-	03-0032	2856.60
01610	61088176410	CONTRACT EMPLOYEES	VR 24071706-035	07/01/2024	-	03-0077	1600.80
01001	00144306410	CONTRACT EMPLOYEES	VR 24071706-032	07/01/2024	-	03-0077	1794.00
01110	11022106410	CONTRACT EMPLOYEES	VR 24071706-024	07/01/2024	-	03-0077	1545.60

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BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	00144306410	CONTRACT EMPLOYEES	VR 24071706-030	07/01/2024	-	03-0077	2594.40
01110	11022406410	CONTRACT EMPLOYEES	VR 24071706-037	07/01/2024	-	03-0077	869.40
01670	67088406490	OTHER PROF SERV	VR 24071706-028	07/01/2024	-	03-0077	1309.29
01135	13544506410	CONTRACT EMPLOYEES	VR 24071706-025	07/01/2024	-	03-0032	1733.28
01610	61088176410	CONTRACT EMPLOYEES	VR 24071708-068	07/08/2024	-	03-0077	1280.64
01001	00144306410	CONTRACT EMPLOYEES	VR 24071708-065	07/08/2024	-	03-0077	1794.00
01110	11022106410	CONTRACT EMPLOYEES	VR 24071708-067	07/08/2024	-	03-0077	1081.92
01110	11022406410	CONTRACT EMPLOYEES	VR 24071708-066	07/08/2024	-	03-0077	960.48
CHECK TOTAL FOR CHECK NUMBER 221419 DATED 07/17/2024 WRITTEN TO 86970 SUPREME STAFFING INC for the amount of							33090.02
01110	11022976419	TECHNOLOGY SERVICES	VR 24071706-038	05/24/2024	-	OTTUIA	61.00
01110	11022976419	TECHNOLOGY SERVICES	VR 24071706-039	06/25/2024	-	OTTUIA	42.00
CHECK TOTAL FOR CHECK NUMBER 221420 DATED 07/17/2024 WRITTEN TO 87466 SYN-TECH SYSTEMS, INC. for the amount of							103.00
01001	00111106490	OTHER PROF SERV	VR 24071706-040	06/26/2024	-	EVAULATION FOLLOW UP	150.00
CHECK TOTAL FOR CHECK NUMBER 221421 DATED 07/17/2024 WRITTEN TO 87776 DR ANTHONY TATMAN for the amount of							150.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24071706-042	05/21/2024	-	625 MORRIS	175.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24071706-043	05/21/2024	-	238 KENYON	175.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24071706-041	06/05/2024	-	516 GLADSTONE	175.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24071706-045	06/05/2024	-	814 WABASH	175.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24071706-044	06/12/2024	-	320 N HOLT	175.00
CHECK TOTAL FOR CHECK NUMBER 221422 DATED 07/17/2024 WRITTEN TO 89855 TRUITT ABSTRACT COMPANY for the amount of							875.00
01301	30177436790	MAINT BLDG/STREET REPAIR	VR 24071701-032	06/05/2024	-	16118	1428.00
01610	61088156507	OPERATING SUPPLIES	VR 24071701-034	06/06/2024	-	16118	647.93
01673	67388436350	EQUIP REPAIR	VR 24071701-040	06/14/2024	-	16118	347.34
01610	61088156507	OPERATING SUPPLIES	VR 24071701-038	06/11/2024	-	16118	-88.78
01001	00166506504	TOOLS & SMALL EQUIP	VR 24071701-033	06/05/2024	-	16118	80.70
01110	11022426504	TOOLS & SMALL EQUIP	VR 24071701-035	06/06/2024	-	16118	43.95
01610	61088156399	OTHER MAINT & REPAIR	VR 24071701-036	06/10/2024	-	16118	178.59
01110	11022426504	TOOLS & SMALL EQUIP	VR 24071701-037	06/10/2024	-	16118	16.83
01110	11022426504	TOOLS & SMALL EQUIP	VR 24071701-039	06/11/2024	-	16118	7.31
01001	00144306507	OPERATING SUPPLIES	VR 24071701-041	06/14/2024	-	16118	160.37
01610	61088156507	OPERATING SUPPLIES	VR 24071701-042	06/14/2024	-	16118	258.76
01110	11022426531	STREET MAINT SUPPLIES	VR 24071701-043	06/17/2024	-	16118	22.97
01610	61088156504	TOOLS & SMALL EQUIP	VR 24071701-044	06/17/2024	-	16118	107.80
01610	61088156399	OTHER MAINT & REPAIR	VR 24071701-045	06/18/2024	-	16118	212.99
01110	11022426531	STREET MAINT SUPPLIES	VR 24071701-046	06/18/2024	-	16118	78.18
CHECK TOTAL FOR CHECK NUMBER 221423 DATED 07/17/2024 WRITTEN TO 92555 THE VAN METER COMPANY for the amount of							3502.94
01610	61088156512	LAE SUPPLIES	VR 24071706-046	06/25/2024	-	958610	38.50
CHECK TOTAL FOR CHECK NUMBER 221424 DATED 07/17/2024 WRITTEN TO 92698 VETTER'S INC-CULLIGAN WATfor the amount of							38.50
01001	00144456496	REFUNDS	VR 24071706-052	06/28/2024	-	CANCELLATION	140.00

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CHECK TOTAL FOR CHECK NUMBER 221425 DATED 07/17/2024 WRITTEN TO 93359						LEANN VOYLES for the amount of	140.00
01001	00111106331	VHCL MTCE SUPPLIES	VR 24071706-047	06/21/2024	-	#443	20.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24071708-069	07/02/2024	-	#208	20.00
CHECK TOTAL FOR CHECK NUMBER 221426 DATED 07/17/2024 WRITTEN TO 95368						WAYNE'S TIRE for the amount of	40.00
01001	00144456507	OPERATING SUPPLIES	VR 24071706-048	04/02/2024	-	BEACH	304.00
01001	00111506350	EQUIP REPAIR	VR 24071708-070	07/01/2024	-	FIRE	652.00
CHECK TOTAL FOR CHECK NUMBER 221427 DATED 07/17/2024 WRITTEN TO 97320						WINGER COMPANIES for the amount of	956.00
01610	61088156181	CLOTHING ALLOWANCE	VR 24071708-071	07/07/2024	-	BOOT ALLOWANCE	179.98
CHECK TOTAL FOR CHECK NUMBER 221428 DATED 07/17/2024 WRITTEN TO 98527						JONATHAN YOUNG for the amount of	179.98
01 Bank Code TOTALS for 00129 Checks to 00129 Vendors						for the amount of	1341914.93
REPORT TOTALS for 00129 Checks to 00129 Vendors						for the amount of	1341914.93



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SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: July 16, 2024

\_\_\_\_\_  
Electrical  
Department

\_\_\_\_\_  
Brian Lewis  
Prepared By

\_\_\_\_\_  
Phillip Burgmeier  
Department Head



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

AGENDA TITLE: Purchase a Utility Locator for the Electrical Department.

\*\*\*\*\*

☐

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

☐

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

RECOMMENDATION: Approve the purchase of a Utility Locator for the Electrical Department.

DISCUSSION: The current Utility Locator is approximately fourteen years old, uses batteries and is no longer serviceable. The new locator will have rechargeable lithium batteries, Bluetooth and be accurate to 6". Replacement cost is \$13,659.26 with an annual cloud based mapping application cost of \$360. This is a budgeted item through the CIP for 2024/2025.

Replacement Cost: \$14,019.26

Budgeted Amount: \$14,064.00

Source of Funds: 110-2-242-0727

Budgeted Item: Yes

Budget Amendment Needed: No



# Subsurface Solutions

Damage Prevention Experts

**Subsurface Solutions**

9819 S 168th Ave, Suite 6D, Omaha, NE, 68136

www.SubsurfaceSolutions.com

## QUOTE 34561

**Attention to: Rick Hornback**

**Valid Till** Jul 31, 2024

**Sales Person** Evan Beran

**Phone** 402-707-8386

**Email** evan@subsurfacesolutions.com

### Bill To

Ottumwa - City of  
PO Box 518,  
Ottumwa, IA, 52501

### Ship To

Ottumwa - City of  
PO Box 518,

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Item & Description		List Price	Qty	Total
<b>RD8200SG Receiver</b> 10/RD8200SG-FCC-US 2023 Radiodetection RD8200SG Survey Grade Receiver - Onboard RTK Antenna - Lilon Rechargeable Receiver Battery with AC Mains Charger - USB-C cable		\$ 8,777.00	1	Discount -\$ 614.39 \$ 8,162.61
<b>TX10B Transmitter</b> 10/TX10B-FCC 2024 Tx-10 (10 Watt) transmitter with iLoc: - 20+ Active Frequencies, 8 Induction frequencies - 10 Watt of power & 90V capacity - iLoc Bluetooth remote connection up 1/2 mile, change settings from the receiver - LCD backlit display with battery & Volt-Ohm meter - Direct connect cables, ground rod, 30ft jumper cable, earth magnet - 3 year warranty after registration		\$ 3,901.00	1	Discount -\$ 273.07 \$ 3,627.93
<b>RD8200SG Bag</b> 10/RD82SGBAG 2024		\$ 255.00	1	Discount -\$ 15.30 \$ 239.70
<b>RD8200SG RAM Mount</b> RD8200SG RAM Mount RD8200SG RAM Mount Phone Holder bundle with X-grip for phones up to 6 inches, quick release cold shoe adaptor with 1" RAM ball.		\$ 112.00	1	Discount -\$ 6.72 \$ 105.28
<b>TX-LION with AC Charger</b> 10/TX-MBATPACK-V2 2024 TX Li-Ion rechargeable battery with AC charger		\$ 730.00	1	Discount -\$ 43.80 \$ 686.20
<b>A-Frame with Bag (10/RX-AFRAME &amp; 10/RX-AFRAME-BAG)</b> (10/RX-AFRAME & 10/RX-AFRAME-BAG) 2024		\$ 891.00	1	Discount -\$ 53.46 \$ 837.54

Contact me if you have questions

**Sub Total**

**\$ 13,659.26**

**Tax**

**\$ 0.00 Not Configured**

**Grand Total**

**\$ 13,659.26**

**Terms & Conditions** - Pricing may not include local or state sales tax, freight or other shipping charges that will be paid by the customer. Please contact us if you need exact freight and tax charges at 402.000.9454. Pricing is valid for 10 days unless otherwise noted. All orders require 50% credit card or Net 30.



# Subsurface Solutions

Damage Prevention Experts

**Subsurface Solutions**  
9819 S 168th Ave, Suite 6D, Omaha, NE, 68136  
[www.SubsurfaceSolutions.com](http://www.SubsurfaceSolutions.com)

## QUOTE 34562

Attention to: Rick Hornback

**Valid Till** Jul 31, 2024  
**Sales Person** Evan Beran  
**Phone** 402-707-8386  
**Email** [evan@subsurfacesolutions.com](mailto:evan@subsurfacesolutions.com)

**Bill To**  
Ottumwa - City of  
PO Box 518,  
Ottumwa, IA, 52501

**Ship To**  
Ottumwa - City of  
PO Box 518,

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Item & Description	List Price	Qty	Total
<b>Subsurface Maps</b> Subsurface Maps 2021 Initial pricing for one user - \$360/year for first user, \$180/year for each additional user Online Mapping Service comes with Offline App Subsurface Maps Offline (pairs to locator and external gps kit) easy mapping straight to the map (no file exports and imports needed) visit < <a href="http://www.subsurfacesolutions.com/subsurfacemaps">http://www.subsurfacesolutions.com/subsurfacemaps</a> > for more information	\$ 30.00	12	\$ 360.00



*Contact me if you have questions*

**Sub Total** \$ 360.00  
**Tax** \$ 0.00 Not Configured

**Grand Total** \$ 360.00

**Terms & Conditions** - Pricing may not include local or state sales tax, freight or other shipping charges that will be paid by the customer. Please contact us if you need exact freight and tax charges at 402-990-9454. Pricing is valid for 10 days unless otherwise noted. All orders Prepay, COD, credit card or Net 30 if



**CITY OF OTTUMWA - ANNUAL BUDGET REQUEST  
CAPITAL EQUIPMENT PURCHASES**

**FY 2025**

**Department:** Electrical Maintenance

**Account Number:** 242

**Item Requested** Utility Locator

**Requested Amount: \$** 14064

**Addition:**            **Replacement:**            **(Please Check One)**

**QUANTITY & DESCRIPTION OF ITEM:**

This locator will have bluetooth and accuracy of 6". The battery system will be rechargeable lithium instead of regular D batteries.

**EXPLANATION & JUSTIFICATION:** (Use additional sheets if necessary)

Disposition if item is a replacement:

CITY ADMINISTRATOR NOTES:

Included:

Not Included:

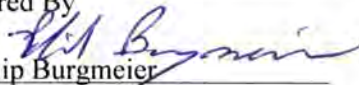
CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: July 16, 2024

\_\_\_\_\_  
Street  
Department

\_\_\_\_\_  
Jason McDaniel  
Prepared By  
  
\_\_\_\_\_  
Phillip Burgmeier  
Department Head

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

AGENDA TITLE: Purchase two 2-1/2 Ton Trucks from O'Halloran International in the amount of \$227,021 per truck.

\*\*\*\*\*

☐

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

☐

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

RECOMMENDATION: Approve the purchase of two 2-1/2 Ton Trucks from O'Halloran International in the amount of \$227,021 per truck.

DISCUSSION: Trucks to be replaced are #30 and #78 which were purchased in May of 2008 and February of 2015. #30 has transmission and frame issues. #78 has rust on the box and frame and problems with hydraulic leaks.

Both vehicles were evaluated on November 15, 2023, with a recommendation to be replaced. The Fleet Committee approved the recommendation to replace both vehicles at the December 12, 2023, meeting. Specs for the new trucks were presented and approved by the Fleet Committee at the May 29, 2024, meeting. Both trucks will be sent to auction upon receipt of a new replacement truck which are purchased through state bid. Trucks will be ordered for year budgeted with actual production and delivery two to four years in the future.

Replacement cost: \$454,042

Budgeted amount: Street Maintenance - \$392,000  
Snow Removal - \$88,000

Source of Funds: 310-2-210-6727  
310-2-250-6727

Budgeted Item: Yes

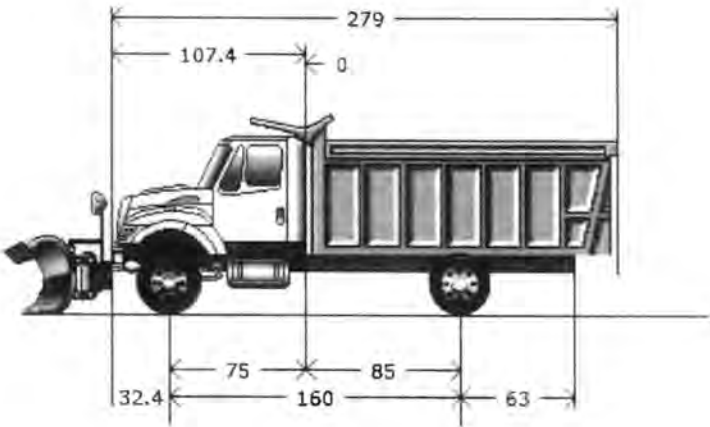
Budget Amendment Needed: No

Prepared For:  
CITY OF OTTUMWA  
Jason McDaniel  
105 E 3rd St  
Ottumwa, IA 52501-2999  
(641)683 - 0603  
Reference ID: N/A  
Jason,

Presented By:  
O'HALLORAN INTERNATIONAL  
Shane Broderick  
3311 ADVENTURELAND DRIVE  
ALTOONA IA 50009 -  
(515)967-3300

Here is a quote for a new International HV507 using the National Sourcewell Contract and contract number 060920-NVS. As we discussed earlier, the industry is still facing supply chain issues with truck components. At this point we hope that these trucks would be produced in 2025, but due to these supply chain constraints it is impossible to ensure that. The pricing below would be good through production of 2025, if production goes into 2026 we would need to adjust the pricing for model year increase and for a Federal Emission surcharge the will be assessed to all vehicles built after January 1, 2026. At this time we do not know what that amount will be, but we will be transparent in showing what that charge is once the engine manufacturers announce it. We would also have to update the pricing with Hawkeye for the body at that time as well. Thank you for the opportunity to quote this and let me know if you have any questions

\$113,871.00 International HV507 4x2  
\$113,150.00 Hawkeye Truck Equipment Quote #10466  
\*\*\*\*\*  
\$227,021.00 Total for truck and equipment



Model Profile  
2025 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow No Spreader
MISSION:	Requested GVWR: 36220, Calc. GVWR: 36220, Calc. GCWR: 80000
DIMENSION:	Wheelbase: 160.00, CA: 85.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

**INTERNATIONAL**

**May 21, 2024**

**SUSPENSION, REAR, SINGLE:**  
**PAINT:**

31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs  
Cab schematic 100WK  
Location 1: 9219, Winter White (Std)  
Chassis schematic N/A



Code	Description
HV50700	Base Chassis, Model HV507 SFA with 160.00 Wheelbase, 85.00 CA, and 63.00 Axle to Frame

**AXLE CONFIGURATION**

1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> Pricing may change if axle configuration is changed

**ENGINE**

12EYW	ENGINE, DIESEL {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations, Includes "Certified Clean Idle" Decal on Hood
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
	<u>Includes</u> DEAERATION SYSTEM with Surge Tank HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type, Thermoplastic Coolant Hose Clamps RADIATOR HOSES Premium, Rubber
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> FAN Nylon
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12703	ANTI-FREEZE Red, Extended Life Coolant, To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> BLOCK HEATER SOCKET Receptacle Type, Mounted below Drivers Door
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

**TRANSMISSION**

13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

<u>Code</u>	<u>Description</u>
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop, Remains in Neutral Until Service Brake is Released
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary
13WLP	TRANSMISSION OIL Synthetic, 29 thru 42 Pints
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

**CLUTCH**

11001	CLUTCH Omit Item (Clutch & Control)
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**REAR AXLES, SUSPENSIONS**

14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil, 30 thru 39.99 Pints

**FRONT AXLES**

2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
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**FRONT SUSPENSIONS**

3AGU	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 14,000-lb Capacity, for Reduced Deflection Vocational Use, with Shock Absorbers
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**CABS, COWLS, BODIES**

16030	CAB Conventional, Day Cab
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16WBY	ARM REST, RIGHT, DRIVER SEAT
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u>
	CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket, Located Above Driver and Passenger
	DOVE LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
	SUN VISOR (2) Padded Vinyl, 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WSK	CAB REAR SUSPENSION Air Bag Type
16XXC	COWL TRAY LID
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16GED	GAUGE CLUSTER Base Level, English with English Electronic Speedometer

<u>Code</u>	<u>Description</u>
	<u>Includes</u>
	GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display), Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
	GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HHE	GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) Mounted in Instrument Panel
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16XJP	INSTRUMENT PANEL Wing Panel
16HKA	IP CLUSTER DISPLAY Omit Display of Fault Codes in Instrument Cluster and Disable Blink Codes, Requires Service Tool to Retrieve and View Fault Code
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u>
	Mirror Dimensions are Rounded to the Nearest 0.5"
16SJW	MIRROR, CONVEX, HOOD MOUNTED (Lang Mekra) (2) Right and Left Sides, Black, Heated, 7.5" Sq
16VLV	MONITOR, TIRE PRESSURE Omit
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SMN	SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16VSL	WINDSHIELD Heated, Single Piece

**FRAMES**

1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10 125" x 3 580" x 0 312" (257 2mm x 90 9mm x 8 0mm), 480 0" (12192) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WDS	FRAME EXTENSION, FRONT Integral, 20" In Front of Grille
1570	TOW HOOK, FRONT (2) Frame Mounted
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

**BRAKES**

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	BRAKE LINES Color and Size Coded Nylon
	DRAIN VALVE Twist-Type
	GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	PARKING BRAKE VALVE For Truck
	QUICK RELEASE VALVE On Rear Axle for Spring Brake Release, 1 for 4x2, 2 for 6x4
	SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

Code	Description
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4XDP	BRAKES, FRONT {Meritor 16 5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16 5" X 5", 14,700-lb Capacity
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqn
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16 5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe Double Anchor Pin, Size 16 5" X 7", 23,000-lb Capacity per Axle
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 Sqn Spring Brake
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<b>Notes</b>
	: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions

**STEERING**

5PSA	STEERING GEAR {Sheppard M100} Power
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke, 18" Dia , Black

**DRIVELINES**

6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
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**EXHAUST SYSTEMS**

7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7BEV	AFTERTREATMENT COVER Steel, Black
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
7WAZ	TAIL PIPE (1) Turnback Type



Code	Description
<b>ELECTRICAL SYSTEMS</b>	
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment  <u>Includes</u> DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light STARTER SWITCH Electric, Key Operated STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted WIRING, CHASSIS Color Coded and Continuously Numbered
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8RPR	ANTENNA for Increased Roof Clearance Applications
8THJ	AUXILIARY HARNESS 3 0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8THB	BACK-UP ALARM Electric, 102 dBA
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame, Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8518	CIGAR LIGHTER Includes Ash Cup
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side
8XNY	HEADLIGHTS Halogen
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8541	HORN, ELECTRIC (2) Disc Style
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

Code	Description
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5 25" Dual Cone Mounted in Both B-Pillars
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-Crank Protection
8TPR	STOP, TURN, TAIL & B/U LIGHTS (Weldon) Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8TME	TRAILER CONNECTION SOCKET (Phillips) 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers with Amber or Side Turn Lamps
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XPN	USB PORT One USB-A Port and One USB-C Port, Located in Instrument Panel
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

**FRONT END**

9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
9HBM	GRILLE Stationary, Chrome
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

**SPEEDOMETER, TOOLS, MISC**

10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming, Includes Five Year Data Plan and International 360
10JPA	CUSTOMER IDENTITY for Sourcewell
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10SLV	PROMOTIONAL PACKAGE Government Silver Package

**FUEL TANKS**

15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR (Racor 400 Series) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

**WHEELS, TIRES - FRONT**

27DTT	WHEELS, FRONT (Accuride 28828) DISC; 22 5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with 472" Thick Increased Capacity Disc and with Steel Hubs
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Code	Description
7382135439	(2) TIRE, FRONT 11R22 5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position

**WHEELS, TIRES - REAR**

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28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22 5x8 25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285 75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
7382135444	(4) TIRE, REAR 11R22 5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

**WHEELS MISC OPTIONS**

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29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

**BODY INTEGRATION**

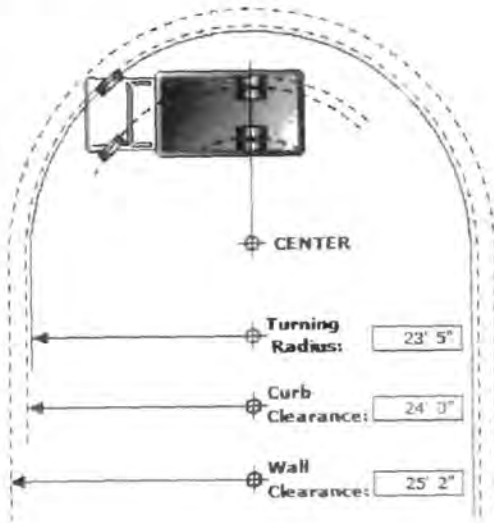
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60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Latched Switches
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**Services Section:****WARRANTY**

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40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later CTS-2025A
40YZL	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)



Series: HV  
Model: HV507  
Description: HV507 SFA  
Model Year: 2025

**Calculation Factors**

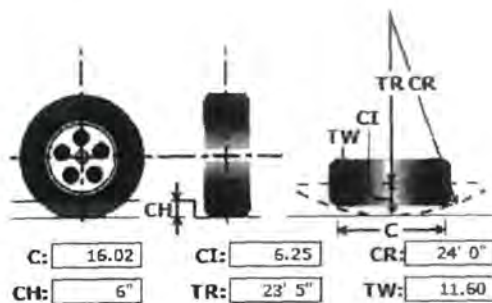
Wheelbase: 160  
Front Axle: 0002ARV  
Description: AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A}  
Wide Track, I-Beam Type, 14,000-lb Capacity  
Front Wheel: 0027DTT  
Description: WHEELS, FRONT, {Accuride 28828} DISC; 22.5x8.25 Rims,  
Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC,  
Hub-Piloted, Flanged Nut, with .472" Thick Increased  
Capacity Disc and with Steel Hubs  
Front Tire: 07382135439  
Description: TIRES, 11R22.5 Load Range H HSR 3 (CONTINENTAL),  
494 rev/mile, 75 MPH, All-Position  
Steering Gear: 0005PSA  
Description: STEERING GEAR, {Sheppard M100} Power

**Turning Radius Statistics**General Information

Inside Turn Angle: 45 Degrees  
Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees  
KingPin Center: 71.5

**Turning Radius - Curb View**

C - Curb Contact Length: 16.02  
CI - Curb Clearance Increment: 6.25  
CR - Curb Clearance Radius: 24' 0"  
CH - Curb Height: 6"  
TR - Turning Radius: 23' 5"  
TW - Tire Width: 11.60

\* All Measurements are in inches, unless otherwise specified



This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Quote



EST. 1946

Phone: (515) 289-1755  
www.hawkeyetruckequipment.com

5800 NW 2ND Street  
P.O. Box 3283  
Des Moines, IA 50316-0283

Quote ID:	Q10466
Quote Date:	5/17/2024
Expiration:	6/16/2024

Customer: CITY OF OTTUMWA  
CITY HALL  
105 EAST THIRD  
OTTUMWA IA 52501

Contact:

Phone: (641) 683-0600

Email:

Salesperson: MICHAEL FULTON

Vehicle Make	Vehicle Model	Vehicle Year	Single/Dual	Cab to Axle	Vin #

We Are Pleased To Quote The Following For Your Approval:

Attention: Jason

Phone: 641-799-6237

1 - Heil MABPA SL Dump Body

- 10' In Length
- 84" ID
- 96" OD
- 6 Yard Capacity
- 38" Front Height
- 28" Side Height
- 38" Tailgate Height
- 8 Gauge Hi-Tensile Steel Sides
- 8 Gauge Hi-Tensile Steel Front
- 8 Gauge Hi-Tensile Steel Tailgate
- 1/4" AR400 Steel Floor
- Double-Acting Tailgate w/ Hi-Lift Cylinder Mounted Under Top Rail
- I-Beam Longsills
- Fully Enclosed Front Corner Posts
- Full Depth Rear Corner Post w/ LED Strokes
- 1/4 Cabshield With (4) Oval Cutouts for LED Strokes in Front and Sides
- RH Drop Down Ladder
- 1821 Double Acting Twin Arm Hoist
- 8" Cylinder Diameter
- 21" Cylinder Stroke
- Heavy Duty Rear Hinge
- Hawkeye Patented Kevlar Wrapped Wiring Harness
- Tendaire Vibrator w/ Timer
- Painted Medium Metallic Charcoal Grey
- Completely Installed, F.O.B. Des Moines, IA

1 - 1/2" x 8' x 10' Poly Liner, Completely Installed, F.O.B. Des Moines, IA

1 - Monroe MP36R11-ISCT Front Snow Plow

- 11' In Length
- 36" Moldboard Height
- (6) One-Piece 1/2" Vertical Ribs
- 4" x 4" x 3/4" Bottom Moldboard Reinforcement



**EST. 1946**

Quota

Quote ID:	Q10466
Quote Date:	5/17/2024
Expiration:	6/16/2024

Phone: (515) 289-1755  
www.hawkeyetruckequipment.com

5800 NW 2ND Street  
P.O. Box 3283  
Des Moines, IA 50316-0283

- 2" x 2" x 3/8" Top Moldboard Reinforcement Angle
- 3 1/2" x 3 1/2" x 1/2" Reversing Semi-Circle
- Dual Compression Trip Assembly
- Monroe Built-In Level Lift
- Continuously Welded Moldboard and Frame
- 3" x 10" Single Acting Lift Cylinder
- (2) 3" x 10" Double Acting Angle Cylinders
- 36" Orange Blade Guides
- 12" Rubber Deflector
- Screw Adjustable Jackstand w/ Remote Storage
- Shotblasted and Powder Coated Orange
- Polk County Style Truck Portion Hitch
- MC6000 Plow Side Quick Hitch
- Boss LED Snow Plow Lights Mounted on Stainless Steel Brackets on Front Mirrors
  - Wired to Factory Switch in Dash
- Chassis to Have Factory Installed Front Frame Extensions
- Completely Installed, F.O.B. Des Moines, IA

1 - Monroe MS966-SS-DD-RF Tailgate Spreader

- 96" In Width
- 304 Stainless Steel
- 11" Trough Opening
- 6" Reverse Flighted Auger
- 4" Auger Pitch
- 3/8" Flighting
- Self Aligning Spinner
- Drivers Side Discharge
- Full Width Unobstructed Top and Bottom Clean Out
- Direct Drive Low Speed High Torque Auger Motor
- LED Spot Light Mounted at Rear To See Spinner
- Completely Installed, F.O.B. Des Moines, IA

1 - Monroe Tailgate Mounted Liquid System

- 100 Gal Tank Capacity
- Tailgate Mounted
- 3 gal per min pump
- 12" x 10" x 5" Enclosure
- Flusher Kit
- Low Level Sensor
- Quick Disconnect
- (2) Tailgate Props
- Bulk Fill Kit
- Completely Installed, F.O.B. Des Moines, IA

1 - Live Hydraulic System

- Hydraulic Manifold Valve



## Quote



EST. 1946

5800 NW 2ND Street  
P.O. Box 3283  
Des Moines, IA 50316-0283

Phone: (515) 289-1755  
www.hawkeyetruckequipment.com

Quote ID:	Q10466
Quote Date:	5/17/2024
Expiration:	6/16/2024

- Floor Mounted, Seat Style Tower
- Controls Functions as Follows:
  - Plow Up/Down w/ Float & Angle (4-Way Air Joystick)
    - Plow Up/Down - 3-Way Pneumatic Proportional, Manual Override Handle, Stroke Limiters
    - Plow Angle - 4-Way Pneumatic Proportional, Manual Override Handle, Stroke Limiters
  - Dump Body Up/Down (Air Lever)
    - 4-Way w/ 500 PSI Down Port Relief, Pneumatic Proportional, Manual Override Handle
- Spreader and Liquid Controlled by Freedom 2.1 Controller Mounted in Cab
  - Auger - 2-Way Cartridge, Electric Proportional w/ Din Coil and Screw Type Override
  - Spinner - 2-Way Cartridge, Electric Proportional w/ Din Coil and Screw Type Override
  - Prewet - 2-Way Cartridge, Electrical Proportional w/ Din Coil and Screw Type Override
- Stainless Steel Enclosure Mounted on Drivers Side of Frame
- Stainless Steel 30 Gal Reservoir with In-Tank Filter Mounted to Frame
  - Site Gauge
  - Shut-Off Valve
- Filter/Lubricator/Regulator
- Rexroth Loadsense 85cc Pump
- Completely Installed, F.O.B. Des Moines, IA

## 1 - Heavy Duty Air Pintle Hitch

- Holland Air Pintle Hitch
  - W/O Diverter Valve
- (2) D-Rings Welded To Hitch
- 7-Way Electrical Trailer Plug
- Brake Controller Installed in Cab

## 1 - Poly Fenders Installed Over Rear Tires

Total Package Price, Completely Installed, F.O.B. Des Moines, IA

\$ 113,150.00

## Due To Chassis Lead Times, Customers have TWO Options

1) Lock In Pricing By Ordering Equipment. If Chassis Is Not Provided Within 60 Days of Equipment Arriving, Dealer or Customer Is Responsible For Paying For Equipment.

2) Wait To Order Equipment Based on Chassis Delivery Date. Due To Fluctuating Prices And Lead Times, Neither Can Be Guaranteed Until Equipment Is Ordered.

Thank You For The Opportunity,  
Michael Fulton

Accepted by:	
Date:	



**EST. 1946**

Phone: (515) 289-1755  
www.hawkeyetruckequipment.com

5800 NW 2ND Street  
P.O. Box 3283  
Des Moines, IA 50316-0283

Quote

Quote ID:	Q10466
Quote Date:	5/17/2024
Expiration:	6/16/2024

P.O. Number:

\* Labor and installation is included in all pricing.

\* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

\* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

Sub Total:	\$113,150.00
Sales Tax:	\$0.00
Grand Total:	\$113,150.00



CITY OF OTTUMWA

Staff Summary

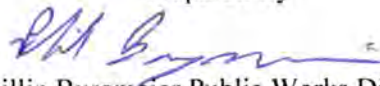
**\*\* ACTION ITEM \*\***

Council Meeting of: July 16, 2024

\_\_\_\_\_  
Traffic  
Department

\_\_\_\_\_  
Brian Lewis

Prepared By

  
\_\_\_\_\_  
Phillip Burgmeier Public Works Director  
Department Head

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

AGENDA TITLE: Purchase a Half-Ton Pickup with Amber Strobe Lights and Inverter from Karl Chevrolet for the Traffic Department.

\*\*\*\*\*

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

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

RECOMMENDATION: Approve the purchase of a Half-Ton Pickup with Amber Strobe Lights and Inverter from Karl Chevrolet for the Traffic Department.

DISCUSSION: Purchase of a new pickup will replace #28 which was purchased in October of 2009. The truck was evaluated October 23, 2023 with a recommendation to replace and approved to replace by the Fleet Committee on December 12, 2023. Upon receipt of a new truck, #28 will be transferred to the Cemetery. Specs are based on state bid. This is a budgeted item through the CIP for 2024/2025.

Replacement Cost: \$41,488.20

Truck: \$38,592.20

Inverter: \$ 1,061.00

Labor & Installation: \$ 260.00

Strobe Package: \$ 1,575.00

Budgeted Amount: \$46,000.00

Source of Funds: 110-2-240-6710

Budgeted Item: Yes

Budget Amendment Needed: No

**CITY OF OTTUMWA - ANNUAL BUDGET REQUEST  
CAPITAL EQUIPMENT PURCHASES**

**FY 2025**

Department: TRAFFIC MAINTENANCE

Account Number: 240

Item Requested 1/2 TON PICKUP

Requested Amount: \$ 45,637.00

Addition: \_\_\_\_\_ Replacement: X (Please Check One)

**QUANTITY & DESCRIPTION OF ITEM:**

1 HALF TON PICKUP WITH AMBER STROBE LIGHTS AND INVERTER

**EXPLANATION & JUSTIFICATION:** (Use additional sheets if necessary)

Replacement truck is 14 years old and will be handed down to Cemetery. This truck was approved by the Fleet Committee on 12-12-2023.

Disposition if item is a replacement:

CITY ADMINISTRATOR NOTES:

Included: ☐

Not Included: ☐

STP Group 1 - Standard Cab - Standard 4X2 and 4X4 Pickup  
Automatic Transmission

Silverado 1500

KARL CHEVROLET INC

	4X2	4X4
Make:	CHEVROLET	CHEVROLET
Model Name:	SILVERADO	SILVERADO
Exact Model Code:	CC12003	CK12003
Trim Pkg. Common Name:	WT	WT
Exact Trim Pkg. Code:	WT	WT
Engine Code:	L84	L84
Transmission Code:	M12	M12
Payload Capacity:	2143	2301
Towing Capacity:	9900	9700

BASE VEHICLE SPECIFICATIONS		
Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Gross Vehicle Weight Rating (4X2)	6,000 lb. GVWR minimum	STATE 4X2 GVWR: 6800
Gross Vehicle Weight Rating (4X4)	6,100 lb. GVWR minimum	STATE 4X4 GVWR: 6900
Wheelbase Length	Minimum 133 inches	STATE LENGTH: 139.5
Bed	LONG BOX	STATE LENGTH: 98.18
Engine	V8 base engine, E85 FFV engine if available in V6 include all required options and other pertinent information. V8 base engine acceptable only if V6 is not available.	Cylinders: 8    Liters: 5.3    HP: 355    Torque: 383
Engine	E85 FFV Engine? YES	
Drive Axle		
Rear Axle	Locking differential must be provided if available, limited slip acceptable if locking differential not available	STATE RATIO: 3.23    Locking or limited slip provided? LOCKING
Transfer Case (4X4)	With Hi/Low ranges	NQH
Transfer Case (4X4)	Shift-on-the-fly, electric	STD
Electrical		
Power Point	Located in Driver Area	STD
Doors & Windows		
Doors	Power door locks with remote keyless entry	ZLQ
Key Set: F Fobs	2 Fobs with push button start; 2 keys and fobs w/o push button start	ZLQ
Windows	Power	ZLQ
Windows	Rear Defroster, if available must be provided	C49    Rear Defroster Included? Y
Wipers	Intermittent	STD
Exterior		
Bumper	Rear Step	STD
License Plate Holders	Front and Rear license plate holders	VX3
Mirrors	Power, if available must be provided	ZLQ    Power Included? Y
Tailgate	Locking, if not standard	STD
Flooring		
Flooring	Full floor covering, rubber or vinyl acceptable	STD
Int.		
Air Conditioning	AC with all required options	STD
Bluetooth	Factory preferred but dealer installed acceptable	STD
Radio	AM/FM with internal clock	STD
Steering Column	Tilt / Cruise Control	ZLQ
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp, Split bench seat (3-pass) w/cloth upholstery, folding center seat/armrest/storage box	STD
Safety		
Brakes	Power 4 Wheel Anti-lock	STD
Daytime Running Lights	If available must provide	STD
Rearview Camera	Factory installed only	STD
Suspension		
Suspension Package (4X4)	Heavy Duty 4x4 off-road suspension and undercarriage protection package (heavy-duty shocks, skid plates, etc.). Skid plates only is acceptable in lieu of suspension package when suspension package cannot be supplied.	NZZ
Tires & Wheels		
Tires (4X2)	All Season Radial	STD
Tires (4X4)	Heavy-duty, "LT" ("P" passenger not acceptable) all-terrain radial tires, All-season M&S tires acceptable only when "LT" all-terrain radials not available	RCS A/T    All Terrain or M&S provided?
Spare	If available must provide	Is spare full size? YES

	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X2:	\$38,592.20
	Delivery Cost to Department of Administrative Services, Des Moines:	\$0.00

STP Group 1.1 TOTAL VEHICLE PRICE FOR 4X2 INCLUDING BASE COST AND DELIVERY: \$38,592.20 Final Bid Price

	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X4:	\$42,930.40
	Delivery Cost to Department of Administrative Services, Des Moines:	\$0.00

STP Group 1.2 TOTAL VEHICLE PRICE FOR 4X4 INCLUDING BASE COST AND DELIVERY: \$42,930.40 Final Bid Price



Silverado 1500

KARL CHEVROLET INC

ADDITIONAL OPTIONS				
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)		
Engine		625		\$100.00
Engine Upgrade	Minimum 4.5L displacement, a fuel of base engine, include AC, require cylinders and other pertinent information	Cylinders:	Liters:	N/A
Doors & Windows		HP:	Torque:	
Keyless Addition	2 Key fobs including fobs w/ push button start OR 2 fobs w/ push button start	58410		175
Electrical				
Power Door	Power door, 120 Volts, factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	414		275
Exterior				
Bed Cover	Spray in, Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	CGA	Factory installed? YES	425
Bed Light	Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	N/A	Factory installed?	314
Bed Mat	Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	N/A	Factory installed?	8.00
Cargo Tie Down	Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	ST2	Factory installed? YES	0
Wheel Locks	OEM or OEM authorized freebie heavy duty, behind all wheels, No dealer logo on metal flaps	VQK		\$175.00
Running Boards	Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	V76	Factory installed? YES	175.00
Running Boards	Tubular, Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	P48	Factory installed? YES	175.00
Tonnage Cover	Soft material, atx, rolling or in fold, dealer installed acceptable	V98		950.00
Tonnage Cover	Hard surface, locking, dealer installed acceptable	REV-D		1,195.00
Trailer Brake Controller	OEM integrated, Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	1VC W 3440	Factory installed? YES	22.00
Trailer Tow Mirrors	Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	DD	Factory installed? YES	1445.00
Trailer Tow Mirrors	Class II receiver hitch, 2-inch shaft, 7-wire trailer wiring receptacle in hitch, Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	W01B400	Factory installed? YES	\$0.00
Interior				
Seat	All Weather, dealer installed acceptable	Weather Tech		\$275.00
Safe				
Alarm	Backup alarm, Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	853	Factory installed? YES	\$250.00
Remote Locking System	Factory installed preferred, if available must provide, dealer installed acceptable when factory installed not available	UQ5	Factory installed?	\$1,050.00
Other				
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached in the bid. Engine and powertrain options excluded	Enter Percentage Discount MSRP:		
				1%
DELIVERY				
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge		\$2.75
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	0.00	\$0.00

- Output voltage: 100-110-120 VAC
- GFCI breaker – 20A
- Nominal efficiency: >88% (peak)
- Line mode efficiency: >95%
- Output frequency: 50Hz +/- 0.3Hz / 60Hz +/- 0.3Hz
- Typical transfer time: 10ms (max)
- Terminal output breaker/ transfer load: 30 amps automatic
- THD: < 10% DC

#### Input Specifications:

- Nominal input voltage: 12.0 VDC
- Minimum start voltage: 10.0 VDC
- Low battery alarm: 10.5Vdc-11.0 VDC
- Low battery trip: 10.0Vdc-10.5 VDC
- High voltage alarm: 16.0 VDC
- Low battery voltage restart: 13.3 VDC
- Input breaker / charger breaker – 30 amps
- Idle consumption: 55 watts
- Power saver mode idle consumption: <21.7 watts

#### Charger Specifications:

- Output voltage: depends on battery type
- Charger rate: 100A

#### Dimensions:

- Unit weight: 56 lbs.
- Unit size: L x W x H: 16.48 x 8.74 x 7.10 inches
- Shipping weight: 64 lbs.
- Shipping size: L x W x H: 23.5 x 13.0 x 12.5 inches

## 3000 WATT PURE SINE INVERTER CHARGER 12 VDC to 120 VAC

#### Download the manual

AIMS Power 3000 Watt Inverter Charger – PICOGLF30W12V120VR

Please Contact Us Today!



Financing at Checkout



Knowledgeable Tech  
Support



Satisfying Customers  
for Over 20 Years



Email This Product

Related products



25% Off Sale Items Promo Code SCARY23 | 20% Off Solar Kits Promo Code DEC2023



Free Ground Shipping  
(some products excluded)



### 3000 WATT PURE SINE INVERTER CHARGER 12 VDC to 120 VAC

~~\$1,207.00~~ \$1,061.00

3000 Watt, 9000 Watt surge, 12 Vdc, 120 Vac only, Inverter, Charger & Transfer Switch. 25 amps. 1 year free tech support and warranty.

#### Add Remote

None

#### Add Cables

None

#### Add Fuse Kit

None

#### Add Battery Temperature Sensor

None

Subtotal \$1,061.00

ADD TO CART

Compare

SKU: PICOGLF30W12V120VR

Categories: 12 Volt DC Pure Sine Power Inverter Chargers, 12 Volt DC Pure Sine Power Inverters, Inverter Chargers, Power Inverters, Pure Sine Power Inverters, RV Bus

Overview

Features

Video

Specifications

Additional information

### 3000 WATT PURE SINE INVERTER CHARGER 12 VDC to 120 VAC

#### Output Specifications: 3000 WATT PURE SINE INVERTER CHARGER

- Continuous output power: 3000 Watt
- Surge rating: 9000 Watt (20 seconds)
- Output waveform: pure sine/same as input (bypass mode)

Labor Installation  
4 hrs @ 65.00 = \$260



## QUOTE

### HAWKEYE TRUCK EQUIPMENT

5800 2ND AVENUE, P.O. BOX 3283

DES MOINES, IA 50316-0283

1-800-622-8223 515-289-1755

FAX 515-289-2806

***"The Complete Truck Equipment Center"***

TO: LEWIS  
COMPANY: CITY OF OTTUMWA  
REGARDING: CHEVY 1500 STROBE PACKAGE  
PHONE NO.  
FAX NO.  
EMAIL: [LEWISB@OTTUMWA.US](mailto:LEWISB@OTTUMWA.US)

DATE 12-13-2023

2024 CHEVY 1500

STROBE PACKAGE INCULDING TOP STROBE ON  
A CAB MOUNT BRACKET, 2 GRILLE STROBES,  
2 TAILLIGHT STROBES WIRED TO 1 SWITCH

**\$1,575.00 INSTALLED**

THANK YOU, JOHN JENKINS

PRICES SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE

[www.HawkeyeTruckEquipment.com](http://www.HawkeyeTruckEquipment.com)




# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jul 16, 2024

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

Christina Reinhard   
Prepared By  
Christina Reinhard  
Department Head

  
City Administrator Approval

AGENDA TITLE: Resolution No. 159-2024, authorizing the destruction of certain records according to the Code of Iowa 2017, as amended, and the Record Retention Manual for Iowa Cities.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 159-2024.

DISCUSSION: According to the Code of Iowa 2017, as amended, and the Record Retention Manual for Iowa Cities, certain records need to be kept for five (5) years or for a designated retention period based on administrative, legal and fiscal values. The attached list of records are over the required retention period as adopted and are no longer deemed necessary to retain for permanent record.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed: No



RESOLUTION NO. 159-2024

RESOLUTION AUTHORIZING DESTRUCTION OF CERTAIN RECORDS  
ACCORDING TO THE CODE OF IOWA, 2017, AS AMENDED

WHEREAS, the Code of Iowa, 2017, as amended, allows for the destruction of certain city records that are over five years in age;

WHEREAS, all financial documents have been audited and the following records are over five years in age and no longer deemed necessary to be retained, and have served their usefulness:

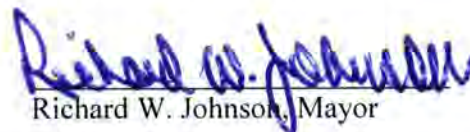
Regular bank statements and checks July 1, 2018 thru June 30, 2019;  
Payroll bank statements and checks July 1, 2018 thru June 30, 2019;  
Payroll input and time sheets for fiscal year 2018-2019;  
Accounts payable invoices for fiscal year 2018-2019;  
Accounts receivable receipts for fiscal years 2018-2019  
Journal Vouchers for fiscal year 2018-2019;  
Budget detail sheets for fiscal year 2016-2017;  
City Clerk's Office receipts for fiscal year 2018-2019;  
Affidavits of publication of council minutes, expenditures, notice to bidders, public hearing notices, budget estimates, budget amendments, annual financial reports for calendar year 2019;  
City Clerk's copy of camping fee receipts, Building, Sign, Electrical, Heating and Plumbing permits, cigarette permits, dog licenses, and all other city license stubs and register for fiscal year 2018-2019;  
Beer/liquor applications for establishments that have been out of business over five years;  
Expired miscellaneous certificates of insurance over five years in age.

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

That the aforementioned documents be destroyed under the direction of the City Clerk and Finance Accountant, in accordance with state law and the Record Retention Manual for Iowa Cities as adopted by the City Council on January 16, 2007; and

PASSED, ADOPTED and APPROVED this 16<sup>th</sup> day of July 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**OTTUMWA HUMAN RIGHTS COMMISSION REPORT 2024**

The Ottumwa Human Rights Commission was established in June 2022 by the City Council. We are here today to offer the biennial report to the Council as required under the founding Ordinance.

Our first several meetings in 2022 were organizational and educational with election of officers and presentations from the Iowa Human Rights Commission and others. These presentations included defining Human Rights, the likely role of our Commission, rules of decorum for meetings, instruction in simple parliamentary procedure, Iowa Open Meetings Law requirements and techniques for short and long-term goal setting. We then worked for several months to develop initial long-term goals.

This work led to dividing the Commission into 3 subcommittees to work toward implementation of those goals. The subcommittees are:

1. Education and Advocacy
2. Marketing and
3. Policy and Ultimate Goals.

We are attaching a summary outline of projects, accomplishments and progress for your information. We believe that the Ottumwa Human Rights Commission is growing as a valuable community resource and hope to continue our efforts to make Ottumwa a more welcoming and inclusive City. Thank you for your attention.

1. Commission projects/accomplishments:

- A. Listening to citizen complaints/issues and referring them to appropriate resources.
  - 1) A number of community members have attended commission meetings and addressed the commission during the designated public comment period.
- B. Attending community events such as the Juneteenth and Pride events with promotional materials.
- C. Group learning and improvement speakers
  - 1) These speakers addressing the commission have ranged homelessness advocacy with Central Iowa Shelter to Wapello County resource lists with Mahaska Wapello Community Partnerships Protecting Children.
- D. Filing human rights related resolutions and delivering to appropriate state legislators, community leaders, etc.
  - 1) Resolutions have ranged from statements on the conflict in the Middle East to current Iowa legislative action and policy.
- E. Developing sound record-keeping practices for minutes, agendas, resolutions, etc.

2. Subcommittee projects/accomplishments:

- A. Education and Advocacy subcommittee:
  - 1) Working on compiling and providing access to a digital list of community resources.
  - 2) Working on a community survey to identify community needs and concerns.
- B. Marketing subcommittee:
  - 1) Developing promotional materials, a commission logo, and an HRC communication link for public use on the city website.
- C. Policy and Ultimate Goals subcommittee:
  - 1) Working on translating key city forms to the Spanish language and on developing effective language translation protocols for the city.
    - (a) Have contacted selected city/community officials to determine the most effective forms to begin with and have spoken with Travis Lawrence about our IT questions.



## CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Jul 16, 2024

Planning & Development  
Department

Jake Rusch

Prepared By

Zach Simonson

Department Head

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

AGENDA TITLE: Resolution No. 158-2024, a resolution accepting the bid and approving the sale of 109 E Woodland to Manny Martinez for the sum of \$35,000

\*\*\*\*\*



**\*\*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. 158-2024

DISCUSSION: The City accepted bids on this property until 2:00 PM June 26, 2024. Seven bids were submitted. Two bids tied for the best bid amount and those two bidders resubmitted sealed bids. Manny Martinez submitted the best bid in the amount of \$35000 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION No. 158 - 2024

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 109 E WOODLAND TO MANNY MARTINEZ FOR THE SUM OF \$35,000.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as AUD. SUB-DIV. NW NW SEC. 19-72-13 LOT 4 OF AL 1 50' X 150' NW NW City of Ottumwa, Wapello County, Iowa, also known as 109 E Woodland; and

WHEREAS, pursuant to Resolution No. 156 – 2024 approved, passed and adopted July 2, 2024 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received Seven bids; and

WHEREAS, Manny Martinez submitted the best bid in the amount of \$35,000.00; and

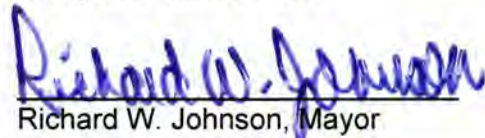
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Manny Martinez, in the amount of \$35,000.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 16th day of July 2024.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**109 E WOODLAND**

<b>Bidder</b>	<b>Bid</b>
Jesse Leon	\$4,650.00
Hector Martinez	\$7,000.00
Ingris Ruano Barrera	\$8,000.00
Richard Schlotter	\$11,770.00
Weston McKee	\$19,550.00
Samuel Duran Tellez	\$30,010.00
Manny Martinez	\$35,000.00



## CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Jul 16, 2024

Planning & Development  
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

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

AGENDA TITLE: Ordinance No. 3231-2024: An Ordinance Amending the Fire Protection and Prevention Code of the City of Ottumwa by Adopting an Amendment Providing for Standardization of Performance Compliance Alternatives to Automatic Sprinkler Systems in Certain Group R Occupancies

\*\*\*\*\*

☐

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

RECOMMENDATION: Open the public hearing,  
Receive public comments,  
Close the public hearing,  
Pass first consideration of Ordinance No. 3231-2024.

DISCUSSION: At previous meetings and work sessions, the Council has received information about the costs and benefits of automatic sprinkler system requirement for mixed-use downtown buildings which was introduced with the adoption of the 2021 International Fire Code. This item is the public hearing and opportunity for first consideration of an ordinance which would define and standardize certain performance compliance alternatives to

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:



automatic sprinkler systems for some mixed-use buildings. The amendment exempts from the requirement projects which satisfy all of the follow:

- The building is no more than two-stories above grade and has three or fewer dwelling units and has less than 5,000 square feet per floor;
- Where Group A-2, B and M occupancies are on the first floor and Group R-2 occupancies are on the second floor. Group A-2 occupancies are eating and drinking establishments, group B occupancies are office, professional and service type business uses such as banks, beauty shops, civic administration, outpatient medical use, print shops radio stations, attorneys' offices, etc. Group M occupancies are retail uses such as department stores, drug stores, markets and clothiers. R-2 occupancies are residential occupancies with two more more dwelling units such as apartment houses and dormitories.
- Where there are two approved exits per floor.
- Where all dwelling units are separated by a two-hour rated fire barrier fire barrier and where any penetrations to adjoining buildings use two-hour rated fire doors which comply with NFPA 80 and use self-closing devices, smoke seals and fire-rated hinges.
- Where the property owner signs a voluntary agreement to participate in a shared sprinkler system in the event one is installed and available for the property. The Council had the opportunity to participate in a presentation with the West Des Moines Fire Department about their shared sprinkler system program in the Historic Valley Junction neighborhood. This system took years of planning and significant grant funding to accomplish, but would be a durable and cost-effective approach for sprinklers which minimizes disruption to the streetscape. Owners exempt from a sprinkler requirement now would be required to agree to participate in such a program when available and staff will work on pursuing opportunities to build out such a system in the most heavily impacted blocks.

This is a complex issue balancing economic development, property rights, equity and safety. As both Building Official and Director of Community Development and as an ICC-Certified Combination Building Inspector, it is my recommendation that the Council adopt the ordinance. The introduction of the sprinkler requirement has been a disruption to economic development downtown and presents infrastructure challenges. This disruption threatens to leave buildings vacant that would otherwise be occupied and would be safer occupied than vacant. The Council has already hear testimony and seen evidence from a wide variety of stakeholders. This amendment is based on the exception that existed prior to the the current IFC, but is more restrictive.

## **ORDINANCE NO. 3231-2024**

### **AN ORDINANCE AMENDING THE FIRE PROTECTION AND PREVENTION CODE OF THE CITY OF OTTUMWA BY ADOPTING AN AMENDMENT PROVIDING FOR STANDARDIZATION OF PERFORMANCE COMPLIANCE ALTERNATIVES TO AUTOMATIC FIRE SPRINKLER SYSTEMS IN CERTAIN GROUP R OCCUPANCIES**

WHEREAS, the City of Ottumwa has previously adopted the 2021 edition of the International Fire Code, with local amendments, as codified in Ottumwa City Code sec. 14-29 through 14-32; and

WHEREAS, sec. 903.2.8 of the International Fire Code addresses requirements for automatic sprinkler systems in Group R, residential, occupancies; and

WHEREAS, the City Council aspires to balance the needs for life safety building systems with promoting the continued redevelopment of existing, historic mixed-use buildings and the promotion of upper-story downtown residential use; and

WHEREAS, the City Council now desires to locally amend sec. 903.2.8 of the International Fire Code for the purpose of creating limited exceptions to the requirement to install automatic sprinkler systems in Group R, residential, occupancies.

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

**SECTION ONE.** Section 14.31 of the municipal code of the City of Ottumwa is hereby amended by repealing sec. 14-31(24) through (32) and replacing them with sec. 14-31(24) through (33) as follows:

Sec. 14-31. – Amendments, modifications, additional and deletions.

...

(24) Section 903.2.8, Group R, shall be amended to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3. shall be provided throughout all buildings with a group R fire area except Group R-2 occupancies satisfying all of the following:

1. No more than two stories in height above grade plane or having 3 or fewer dwelling units and less than 5,000 square feet per floor;
2. Where Group A-2, B and M occupancies are located on the first floor and Group R-2 occupancies are located on the second floor;
3. Where there are two *approved* exits per floor;
4. Where all dwelling units are separated by a two-hour rated fire barrier and where any penetrations to adjoining buildings use two-hour rated fire doors which comply with NFPA 80 and use self-closing devices, smoke seals and fire-rated hinges;
5. Where the property owner signs a voluntary agreement to participate in a shared sprinkler system in the event that one is installed and available for the property.

(25) A new Section 907.2.1.3 is added, as follows:

Section 907.2.1.3. Group A occupancies shall on activation of a fire alarm system or Fire Sprinkler system shall additionally cause:

- a. All conflicting or confusing sounds and visual distraction to automatically stop.
- b. Illumination of all the, means of exit egress components to not less than 10 foot-candles at the walking surface level.

(26) A new Section 907.4.2.7 is added, as follows:

Section 907.4.2.7 - Location of Manual Fire Alarm Boxes. Where in the opinion of the fire code official manual fire alarm boxes may be used to cause false fire alarms, the fire code official is authorized to modify the requirements for manual fire alarm boxes.

(27) A new Section 912.8 is added, as follows:

Section 912.8 - Fire Department Connection Height. The fire department connection shall be located not less than 18 inches from the bottom of the cap(s) and not more than 42 inches from the top of the cap(s) above the level of the adjacent grade or access level. Deviation from this height may be granted by the fire code official for just cause.

(28) A new Section 912.9 is added, as follows:

Section 912.9 - Size. Minimum fire department connection size shall be a 4 inch Storz connection with a 30° elbow towards the ground. For more water flow additional connections may be necessary. Deviation from this size may be granted by the fire code official for just cause.

(29) A new Section 1003.8 is added, as follows:

Section 1003.8 - Frost protection. Exterior landings at doors shall be provided with frost protection.

(30) Section 1011.5.2, "Riser height and tread depth," shall be modified by replacing the term "7 inches" with "7.25 inches".

(31) A new Section 1013.6.4 is added, as follows:

Section 1013.6.4 - Exit Signs and Emergency Lights. Exit signs and/or emergency lights shall be on dedicated electrical circuits for the purpose of conducted monthly and yearly testing requirements.

(32) A new Section 1013.6.5 is added, as follows:

Section 1013.6.5 - Additional Exit Signs. Exit signs may be required at the discretion of the fire code official to clarify an exit or exit access.

(33) Section 5601.2.4 is deleted in its entirety and replaced with the following:

Section 5601.2.4 - Financial Responsibility: Fireworks. Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property that arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The

fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

**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.** 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 said 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

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

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Jul 16, 2024

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

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

AGENDA TITLE: RESOLUTION 132-2024: A RESOLUTION APPROVING PURCHASE  
POLICIES AND PROCEDURES FOR 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: Approve Resolution 132-2024 in accordance with Ordinance  
3226-2024 and adopt the Purchase Policies and Procedures as  
submitted.

DISCUSSION: See attached.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No

Significant points of the policy:

1. Department heads are given certain discretion for purchase up to \$1,000 and are clearly made responsible for the adherence to the policies.
2. Procedures for purchases, quotes, and bids are clearly defined with higher thresholds than the current ordinance. This should streamline the procurement/bidding process while reducing staff time and costs associated with the bidding process.
3. Formalizes local preference thresholds.
4. Complies with Federal requirements necessary for the application and receipt of grants.
5. Incorporates Subsections 2-233 (e) Surplus materials and equipment, (f) Supply schedules, and (g) Regular, temporary or seasonal employment into the policies.
6. Sets the following thresholds:
  - a. Informal Quotations-
    - Purchases between \$1,000- \$10,000 require at least three verbal quotes.
    - Purchases between \$10,000- \$65,000 require three written quotes.
  - b. Competitive Bidding Process
    - (Informal)-
      - Purchases between \$65,000- \$196,000 require competitive bids based upon written specifications.
    - (Formal)-
      - Purchases above \$196,000 use the formal bidding process as outlined in Chapter 26 of the Code of Iowa.

There are exceptions within the policy for one source procurement and inability to obtain the required number of quotes.

A purchase voucher form will be required for purchases made with a purchase card or store card. Currently there is no standardized form for these purchases with some departments submitting just the purchase receipt for coding. The form will allow departments and the finance team to better track purchases and coding.

**RESOLUTION NO. 132-2024**

**A RESOLUTION ADOPTING PURCHASE POLICIES AND  
PROCEDURES FOR THE CITY OF OTTUMWA, IOWA**


**WHEREAS**, the City Council for Ottumwa, Iowa has adopted Ordinance 3226-2024 amending Chapters 2-233 and 2-234 of the Ottumwa Municipal Code relating to Specific Purchases; and

**WHEREAS**, per said Ordinance, the City Council for Ottumwa, Iowa is to adopt Purchase Policies and Procedures for the City of Ottumwa by resolution; and

**WHEREAS**, said policies and procedures have been prepared and reviewed by staff for consideration by the City Council for Ottumwa, Iowa.

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT**, the Purchase Policies and Procedures for the City of Ottumwa, Iowa are hereby adopted.

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

  
Richard Johnson, Mayor

Attest:   
Chris Reinhard, City Clerk





## Purchasing Policies and Procedures Adopted XXXXXX XX, XXXX

The intent of the Ottumwa City Council and city staff is to buy materials, supplies and services of high quality at a reasonable cost. Supplies, equipment, construction and services should be obtained efficiently and economically, and in compliance with applicable law and agency regulations. Procurement decisions should be made through full and open competition.

Further, these following procedures ensure that all solicitations incorporate clear and accurate descriptions of the technical requirements for the goods or services being procured. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

This policy applies to the procurement of all supplies, equipment, and construction and services of and for the City of Ottumwa that include any federal program funding. Regarding any such federal programs, all procurement will be done in accordance with Title 2 Code of Federal Regulations (CFR) Grants and Agreements; Part 200.2 CFR references are noted. All other appropriate sections of Iowa Code and the Ottumwa Code of Ordinances shall also apply. When federal requirements conflict with local or state requirements, the federal requirement, or the most restrictive requirement will be followed.

### I. Policies

A. It shall be the responsibility of the Department Head to ensure that all policies and procedures are followed by their department.

B. The Department Head shall be responsible for all purchases for their department. At the Department Heads' discretion, they may delegate approval authority to secondary supervisors for purchases not to exceed \$1,000.

C. The purchasing methods described herein shall be followed when purchasing goods and services on behalf of the City.

D. All purchases for capital equipment or capital improvements must be approved in advance by the City Administrator and by the City Council, when required.

E. All applicable paperwork should be forwarded to the Finance Department as promptly as possible to expedite processing.

F. No purchase made by an employee shall bind the City to receive and/or pay for the goods or service procured, unless authorized by the methods described herein. **All contracts** for goods and services must be approved by the City Council in the manner provided in the Ottumwa Code of Ordinances. **No contract shall be executed by anyone other than the person authorized by Resolution of the City Council.**

G. Noncompliance with these policies and procedures may result in the return of improperly authorized or prepared documents, nonpayment of vendors' invoices, the cancellation of purchase orders or purchasing privileges, or other sanctions as necessary.

H. Transactions shall not be split into smaller parts in order to circumvent the dollar limitations and requirements of this policy.

I. The City does not prepay for goods or services or utilize prepaid devices such as gift cards. If a vendor requires prepayment for goods or services, authorization must be obtained from the City Administrator, or by the Finance Department if such authority has been so delegated.

J. Employee reimbursements should be kept to a minimum and shall be limited to emergencies, collective bargaining agreement allowances, and travel/training where said expenditures cannot reasonably be approved in advance. Sales tax will only be reimbursed to employees for these types of transactions.

K. Department heads must verify and ensure that all purchases for items being funded by State or Federal grants or other grants qualify for the guidelines and requirements of the grant and do NOT exceed available grant funds unless approved by the City Administrator, or by the Finance Department if such authority has been so delegated.

L. Local Preference Given – The City of Ottumwa recognizes that the success of our City is directly linked to the success of our local businesses. For this reason the City of Ottumwa allows locally-owned businesses located within the City of Ottumwa corporate limits a five (5) percent preference on purchases (up to a maximum differential of \$5,000). Purchases which are made through the formal bid process (i.e. construction projects) must be awarded to the lowest responsive, responsible bidder per Code of Iowa requirements. Local preference is not allowed where federal dollars will be used (200.319), or where the Iowa Code Chapter 26 so requires.

M. Where possible, department heads are required to coordinate their purchasing activities with other departments in order to obtain the best purchase price available.

N. Contracting with small and minority business, women's business enterprises, and labor surplus area firms (200.321)

1. Staff shall assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
2. Staff shall place qualified small and minority businesses and women's business enterprises on solicitation lists;
3. Staff, whenever lawfully permitted, shall divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Staff shall establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Staff shall use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Staff shall require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).



## **II. Methods and Procedures**

All purchases, regardless of dollar amount or bidding method, must use one of the following purchasing methods. These methods of purchasing goods and services are available for purchases not requiring formal bidding and council approval:

1. Purchase order
2. Annual purchase order
3. Purchase voucher
4. Emergency purchase order
5. Certain exceptions

A. A purchase order is mandatory for all purchases with the only exceptions being listed in this document. In order to obtain a purchase order, it is required that a purchase requisition be created **prior** to placing the order with the vendor. A purchase order is created using the following steps:

Step 1 - A purchase order is created via the Civic Financial software portal. The form must be properly completed, including appropriate descriptions, required approvals, and correct fund/account numbers. All information is reviewed and verified by the department head or their designee.

Step 2 - Civic Financial software will generate a purchase order number and that number is to accompany all documentation of the purchase. An original is generated by the purchasing department to send to the vendor. The Finance Department will generate a second copy to be included as backup for payment of the invoice.

Step 3 - The purchasing department orders the goods or services. As noted on the face of the purchase order, all invoices are to be sent to the City Hall address. All vendor invoices should indicate the purchase order number, and the goods received should be verified against the invoice and the purchase order by the department.

B. The annual purchase order may be issued to qualified vendors for the procurement of regular, ordinary, and necessary purchases. Annual purchase orders should only be used with vendors with a high volume of usage. Improper use of an annual purchase order will result in its cancellation. Annual purchase orders should not be used for:

1. Travel and training (see travel and training policy)
2. Initiating ongoing service, utility, or maintenance contracts
3. Purchasing capital equipment

An annual purchase order is obtained using the following steps:

Step 1 – A purchase order form should be submitted to the Finance Department via the Civic Financial software portal similar to that of a regular purchase order. An annual purchase order is issued for a period of time not to extend past the end of the current fiscal year. It should also include an estimate of the amount to be purchased over this period of time. The department's budget will be encumbered by the amount estimated. The amount to be encumbered cannot exceed the amount available in the budget. Once the estimated purchase amount or the time period has been exceeded, the annual purchase order will be canceled.

Step 2 – The purchasing department should make arrangements with the vendor to purchase under the annual purchase order. Every department wishing to purchase with a vendor using an annual purchase order should submit for its own annual purchase order with that vendor.

Step 3 – The purchasing department orders the goods or services. The annual purchase order number must be known in order for a purchase to be made from the vendor. As noted on the face of the purchase order, all invoices are to be sent to the City Hall address. All vendor invoices should indicate the purchase order number.

C. Purchase vouchers are to be used for procurement of regular, ordinary, and necessary purchases under \$400 in total for non-local purchases and \$1,000 for purchase within Ottumwa when using a charge account or purchase card. The Finance Department will provide a purchase voucher template that shall be available prior to the purchase. Receipts for such purchases shall be immediately attached to the voucher which will then be approved by the department head or their designee. The line item code and a brief description must be entered on the voucher and submitted to the finance department in a timely fashion. Purchase vouchers should not be used for:

1. Travel and training (see travel and training policy)
2. Initiating ongoing service, utility, or maintenance contracts
3. Purchasing capital equipment

D. Certain exceptions to the above purchasing methods are as follows:

1. Gasoline credit card purchases
2. Payments for contracted rents and leases (PO required before entering into such an agreement)
3. Utilities and long-term service or maintenance contracts (PO required before entering into such an agreement)
4. Travel and training (See travel and training policy)/Employee reimbursements
5. Subscription, Dues, and Membership renewals (PO required before initiating a new service)
6. Damage claims.
7. Certain budgeted contributions to outside agencies
8. Property acquisitions through City Attorney
9. Contracts and purchases approved by City Council (PO is optional)

Unless listed above, all purchases require some form of purchase order number.



### **III. Informal and Formal Bidding**

#### **A. Informal Quotation Process; CFR 200.320(a) & 200.320(b)**

1. The purchase of any goods or services with a total value between \$1,000 and \$10,000 requires at least three verbal quotes and the quotes received may be documented on a "Verbal Quotes Recording Sheet", as attached to this policy. These quotations can be either telephone quotations or from a suppliers catalog. After recording all three quotes, reviewing the prices and determining the low bidder who has met the requirements subject to the Local Preference provisions outlined in Section I L. of this policy, the employee may prepare the requisition.

- Only the original "Verbal Quotes Recording Sheet" is acceptable as an attachment to the request.
- When obtaining verbal quotations, you are subject to certain legal constraints:
  - a. Do not reveal one vendor's price to another until the purchase has been approved.
  - b. Do not ask a vendor to revise the price once it is given. (However, should a vendor call back before you have completed the verbal quotation process requesting to revise the price, you may accept the new price.)
- A "No Bid" is not considered a bid when obtaining verbal quotations. Three prices are to be obtained. If after contacting 6 or more vendors or as many vendors that are available, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The City Administrator and Finance Department always reserve the right to review each verbal quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.
- Reasons for not accepting the low quote should be fully explained on the requisition form.

2. The purchase of any goods or services whose total value is between \$10,000 and \$65,000 shall require three competitive written quotations. A copy of each bid must be attached to the request. Written quotes can be accepted in a variety of different mediums, but must clearly identify the vendor information associated with the pricing (IE: email, fax, internet pricing list, traditional catalog price lists, brochures, flyers). Pricing should include all applicable charges and shipping/handling fees. Purchases must also meet the following requirements:

- a. For public improvements including highway, bridge, or culvert work, which qualify under Chapter 26 of the Code of Iowa, the contractor must provide a performance and payment bond for a public improvement project of more than \$25,000.
- b. City Administrator shall seek City Council approval for purchases that have not been authorized in the Adopted Budget.
- A "No Bid" is not considered a bid when obtaining written quotations. Three prices are to be obtained and submitted in writing. If after contacting 6 or more vendors, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The City Administrator and Finance Department always reserve the right to review each verbal quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.

- Lowest responsible quote will be chosen subject to the Local Preference provisions outlined in Section I L. of this policy. Reasons for not accepting the low quote should be fully explained on the requisition form.

#### B. Competitive Bidding Process (semi-formal); CFR 200.320(c)

1. The purchase of any goods or services with an estimated value greater than \$65,000, or public improvements which qualify under Chapter 26 of the Code of Iowa with an estimated value between \$65,000 and \$196,000, EXCLUDING improvements for highway, bridge, or culvert work, shall require the taking of competitive bids based on written bid specifications. **Note:** Chapter 26's requirements change from time to time and this policy shall be automatically amended to reflect the dollar values established. Staff shall check the DOT website for changes in these statutory dollar amounts prior to bidding on any project.

All bid documents shall receive prior approval from the City Administrator or his designee. All amendments to bid specifications shall be made in writing. In the event it is deemed necessary to verbally inform a vendor of a bid specification change, such verbal communications shall be immediately followed up with written confirmation of the change. A notice to bidders may be published in an authorized publication but is not required.

The written bid documents will include the time, place, and manner for filing quotations, which may be received by mail, fax, or e-mail.

A report outlining all bids received, including the vendor names and the amount of the bids shall be submitted. If the bid is being awarded to a vendor other than the low bidder, the report shall also state why the bid is not being awarded to the low bidder. The report shall also include the amount budgeted for this purchase. The respective Department Head, along with the City Administrator shall solicit City Council approval of all *semi-formal* bids, contracts, and purchases.

Purchases for public improvements qualifying under Chapter 26 of the Code of Iowa that are between \$65,000 and \$196,000 also require that the contractor provide a performance and payment bond. **Note:** Chapter 26's requirements change from time to time and this policy shall be automatically amended to reflect the dollar values established. Staff shall check the DOT website for changes in these statutory dollar amounts prior to bidding on any project.

#### C. Formal Bidding (formal); CFR 320(d)

1. Purchases for public improvements qualifying under Chapter 26 of the Code of Iowa that are in excess of \$196,000 or are public improvements for highway, bridge, or culvert work that are in excess of \$65,000 must use formal bidding as defined by Chapter 26 of the Code of Iowa unless the improvements are declared *emergency repair work*. If there is any question about whether or not such a situation exists, an opinion from the City Attorney shall be obtained. **Note:** Chapter 26's requirements change from time to time and this policy shall be automatically amended to reflect the dollar values established. Staff shall check the DOT website for changes in these statutory dollar amounts prior to bidding on any project.

2. Formal bids must be taken with the cooperation of the City Administrator and the City Clerk using the following steps:

- a. Detailed and written plans and specifications and a detailed cost estimate must be prepared for the public improvement project, approved by the City Administrator, and placed on file with the City Clerk's office.
- b. A notice to bidders must be posted in the following places:
  - 1) A relevant contractor plan room with statewide circulation
  - 2) A relevant construction lead generating service with statewide circulation
  - 3) An Internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity.
  - 4) Notices must include:
    - Time and place for filing sealed proposals
    - Time and place sealed proposals will be opened and considered on behalf of the governing body
    - The general nature of the public improvements on which bids are being requested
    - In general terms, when the work must be commenced and when it must be completed
    - Bid security and bid bond requirements
- c. A notice of public hearing on plans, specifications, form of contract, and cost estimate must be published by the City Clerk not less than 4 days but not more than 20 days before the public hearing.
- d. A public hearing on plans, specifications, form of contract, and cost estimate on published date by the City Council
- e. City Council passes or rejects resolutions to adopt plans, specifications, form of contract, and estimate of cost.
- f. A formal opening and announcement of sealed bids on published date by the respective Department Head or their designee and the City Clerk; review, consideration, and recommendation of bid award by the respective Department Head or their designee who then prepares report of bids received
- g. City Council receives staff report of bids received.
- h. City Council passes or rejects resolution to award construction contract and bonds with the lowest responsive, responsible bidder who has met all bid security and bond requirements.

D. Noncompetitive Proposals; CFR 320(f)

1. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - a. One Source: the item is available only from a single source
  - b. Exigency/Emergency: an exigency or emergency will not permit a delay resulting from competitive solicitation
  - c. Awarding Agency Approval: the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
  - d. Inadequate Competition: after the solicitation of a number of sources, competition is determined inadequate
  - e. Noncompetitive proposals shall be accompanied by written justification of the circumstances that apply.



E. Contract Administration

1. The City Administrator or his designee will advertise and bid all contracts qualifying for formal bidding procedures. The City Administrator or his designee will oversee receiving, opening, and announcing all formal bids. Bids received late will be immediately returned to the late bidder unopened.

2. Formal bid contracts will be executed by the Mayor and attested to by the City Clerk. Copies of all contracts should be forwarded to the City Clerk's Office. All contracts shall be presented to the City Council for approval and executed by the Mayor and attested to by the City Clerk.

3. The City Administrator or his designee will administer all contracts on the authority of the City Council.

4. The City Administrator or his designee will approve all change orders to contracts. City Council must approve all cumulative change orders greater than 10% of original contract amount.

5. Where appropriate, retainage shall be withheld on contracts for public improvements as provided for by State law or on other contracts as deemed appropriate or necessary. Retainage on a contract may not exceed 5% of the cost of the public improvement. An application by a contractor for early release of a retainage requires City Council consideration and approval.

6. The final acceptance, the final contractor payment, and the release of retainage authorization (unless early release applied for) of a formal bid contract shall be approved by City Council in one action.

7. Emergency repair work with estimated costs less than \$65,000 may be authorized by the Mayor and City Administrator or their designees. Semi-formal procedures may be used in place of formal procedures as prescribed by State code. At the next scheduled meeting of the City Council, a report on the repairs shall be presented including the necessity, scope, and cost of the repairs.

8. City of Ottumwa will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). [www.sam.gov](http://www.sam.gov) (200.214)

9. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.327 and Appendix II to Part 200.

10. City of Ottumwa will maintain written standards of conduct covering conflicts of interest and must provide for disciplinary action to be applied for violations of such standards as defined in 2 CFR 200.318 (c) (1).

No officer, employee, or agent of the City shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:



The employee, officer, or agent; any member of their immediate family;  
Their partner; or an organization which employs, or is about to employ any of the  
above; has a financial or other interest in the firm selected for award.

City of Ottumwa officers, employees, or agents shall neither solicit nor accept gratuities,  
favors, or anything of monetary value from contractors, potential contractors, or  
subcontractors. To the extent permitted by federal, state, or local law or regulations,  
violation of these standards may cause penalties, sanctions, or other disciplinary actions  
to be taken against City's officers, employees, or agents.

#### E. Miscellaneous

1. Contracting for professional services (legal, engineering, etc.) or for ongoing  
technical services (maintenance, utilities, etc.) may be done on a negotiated basis. Where  
practical, however, those vendors providing such services should be asked to submit formal  
proposals to provide the services requested. Such proposals shall be evaluated on the basis of  
the vendor's reputation, experience, and understanding of the work to be done. Price, while  
being a factor, should not be the primary factor. City Administrator and City Council  
authorization or affirmation is still required at the same dollar limitations as semi-formal (greater  
than \$65,000) or formal bid contracts.

2. Bids solicited by the United States of America or an agency thereof, the State of Iowa,  
Wapello County, or another governmental unit may be used as a replacement to the bidding  
requirements unless bidding is required by the Code of Iowa, the City Council, or the City  
Administrator. The availability of a bid from another government agency does not preclude the  
City from seeking and obtaining bids in a manner provided through this policy.

3. All purchases funded through a State or Federal grant must follow all additional  
procedures required by the grantor. All bid specifications for a purchase that is funded through  
a State or a Federal grant must list all additional specifications for the goods or services that are  
required by the grantor. Contractors must be evaluated when the bids are received on their  
ability to meet these State or Federal requirements. In addition, no purchases to be covered by  
the grant can be made prior to the execution of the grant agreement unless approved by the  
grantor.

5. Purchase transactions for goods or services with a City employee (the employee,  
employee's spouse, or employee's business) are limited to \$6,000 per fiscal year per employee  
in total as per State law. Any transactions with an employee that will exceed this limit are  
required, as a minimum, to obtain at least three written quotations or conduct a semi- formal  
bidding process.

6. For any given purchase, due to the nature of the contract, the competitiveness of  
the vendors, or for other reasons, the department may choose to use the bidding procedures  
for a higher dollar threshold than which the purchase falls under. The department may not,  
however, select bidding procedures for a lower dollar threshold than what is prescribed.

7. Under emergency operating conditions the City Administrator will obligate the City  
for necessary expenditures subject to a report to the City Council at its next scheduled  
meeting.

8. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used (CFR 200.324). The City shall perform some form of cost/price analysis for every procurement action including contract modifications, amendments, or change orders. The City shall make an independent estimate prior to receiving a bid or proposal. The City shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. In determining a fair and reasonable profit, the City must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

9. Records shall maintain sufficiency to detail the significant history of procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (CFR 325)

- a. City must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.
- b. City must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
  - 1) City's procurement procedures or operation fails to comply with the procurement standards in this Part;
  - 2) The procurement is expected to exceed the Simplified Acquisition Threshold (200.88) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  - 3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
  - 4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
  - 5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- c. City is exempt from the pre-procurement review in paragraph b. of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.
  - 1) City may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
  - 2) City may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from City of Ottumwa that it is complying with these standards. City must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

10. In the event applicable federal or state laws are amended, this policy shall be interpreted consistent with said amendments, and any conflicts between this policy and applicable law shall be resolved in favor of the applicable law.

11. *Surplus materials and equipment.* The Finance Director is expressly authorized to procure from any federal, state or local government unit or agency thereof surplus machinery, motor vehicles, materials, supplies, commodities, or equipment as may be made available through the operation of any legislation heretofore or hereafter enacted without conforming to the competitive bidding requirements of the City's Purchasing Policies and Procedures.

12. *Supply schedules.* The Finance Director is also expressly authorized to procure goods and/or services from supply schedules of the U.S. General Services Administration and from contracts established by the state department of general services, the state department of transportation, and the state communications network pursuant to procedures established by state code or pursuant to supply schedules or accepted bids through the county bidding procedures.

13. *Regular, temporary or seasonal employment.* Regular, temporary or seasonal employment contracts or hiring within the city shall not be subject to a competitive bidding process.

# VERBAL QUOTES RECORDING SHEET

## For Purchases of \$1,000 up to \$9,999

MUST COMPLETE THIS FORM PRIOR TO REQUESTING APPROVAL

Additional sheets can be attached if needed

PRICE INFORMATION WAS REQUESTED FOR THE FOLLOWING ITEMS:

PRODUCT NAME	ADDITIONAL DESCRIPTION	QUANTITY

#1 VENDOR NAME	CONTACT NAME & PHONE NO.	BID AMOUNT	Check box to winning Bidder

☐

#2 VENDOR NAME	CONTACT NAME & PHONE NO.	BID AMOUNT

☐

#3 VENDOR NAME	CONTACT NAME & PHONE NO.	BID AMOUNT

☐

I certify that the above bids were obtained in accordance with the City of Ottumwa's Purchasing Policies and procedures and that the information above represents actual and accurate information received from the vendors named above for the items described above.

Employee Signature

Date



# PURCHASE VOUCHER

VENDOR: \_\_\_\_\_

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

EMPLOYEE MAKING PURCHASE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

LINE ITEM CODE: \_\_\_\_\_

LINE ITEM CODE: \_\_\_\_\_

LINE ITEM CODE: \_\_\_\_\_

DESCRIPTION OF PURCHASE:

AUTHORIZATION: \_\_\_\_\_

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

FINANCE DEPARTMENT APPROVAL: \_\_\_\_\_

ATTACH RECEIPT:

**received**  
10-27-24 945A

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

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

Council Meeting of: Jul 16, 2024

Finance

Department

O'Donnell

Prepared By

O'Donnell

Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$6,860,000\* (SUBJECT TO ADJUSTMENT) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024; AND APPROVING THE FORM AND AUTHORIZING EXECUTION OF A NOTE PURCHASE AGREEMENT

\*\*\*\*\*

☐

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

☐

\*\*\*The Fiscal Officer/Manager/Finance Director/Controller must be attached to this Staff Summary. If the Fiscal Officer/Manager/Finance Director/Controller is not attached, the Staff Summary will not be placed on the agenda.\*\*\*

RECOMMENDATION: Pass and adopt Resolution No. 150-2024.

DISCUSSION: The bonds are for Fiscal Years 25 and 26 capital improvements. A list of those projects is attached and was approved at the May 5, 2024 meeting. The final par amount and rate information will be presented at the meeting as the proposals are due back on the 16th. It should be noted that the bonds are being sold as a qualified issuance that required a bond rating. The City retained its A1 rating. This is one step below the AA ratings and places us in a good position for better borrowing rates.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No

## **ITEMS TO INCLUDE ON AGENDA**

### **CITY OF OTTUMWA, IOWA**

\$6,860,000\* (Subject to Adjustment) General Obligation Capital Loan Notes, Series 2024

- Resolution Directing the Acceptance of a Proposal to Purchase \$6,860,000\* (Subject to Adjustment) General Obligation Capital Loan Notes, Series 2024; and Approving the Form and Authorizing Execution of a Note Purchase Agreement.

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

July 16, 2024

The City Council of the City of Ottumwa, State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 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 DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$6,860,000\* (SUBJECT TO ADJUSTMENT) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024; AND APPROVING THE FORM AND AUTHORIZING EXECUTION OF A NOTE PURCHASE AGREEMENT" and moved that it be adopted. Council Member McAntire seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Galloway, Hoffman, McAntire, Caviness, Bossou

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

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

RESOLUTION NO. 150-2024

RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$6,860,000\* (SUBJECT TO ADJUSTMENT) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024; AND APPROVING THE FORM AND AUTHORIZING EXECUTION OF A NOTE PURCHASE AGREEMENT

WHEREAS, the City of Ottumwa, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$6,860,000\* (Subject to Adjustment) as authorized by Sections 384.24A, 384.25, 384.26 and 384.82, Code of Iowa as amended; and

WHEREAS, a proposal has been received from Piper Sandler & Co. of Des Moines, Iowa; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated July 16, 2024.

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

Section 1. That this City Council does hereby accept the attached proposal of Piper Sandler & Co. of Des Moines, Iowa, including the form and content of the Note Purchase Agreement, the provisions of which are hereby approved, authorized, and confirmed, and the Mayor and City Clerk are hereby authorized, empowered, and directed to execute and deliver the Note Purchase Agreement, in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions approved by the Mayor and City Clerk, upon the advice of bond counsel; and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

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

  
\_\_\_\_\_  
Mayor

ATTEST:

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

(Attach Copy of Terms of Proposal)

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NOTE PURCHASE AGREEMENT

BETWEEN

CITY OF OTTUMWA, IOWA

AND

PIPER SANDLER & CO.

---

**PIPER | SANDLER**

**CITY OF OTTUMWA, IOWA**

**\$6,540,000 GENERAL OBLIGATION CAPITAL LOAN NOTES SERIES 2024  
NOTE PURCHASE AGREEMENT**

The Underwriter hereby offers to enter into this Note Purchase Agreement with the Issuer, for the purchase by the Underwriter of the Notes. This offer is made on the Note Purchase Agreement Date subject to acceptance by the Issuer at or prior to the Acceptance Time. Upon such acceptance by the Issuer and the Underwriter, this Note Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Notes pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Notes or the process leading thereto (whether or not the Underwriter has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, and (iv) the Issuer has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Notes.

1. Definitions.

"Acceptance Time" shall mean not later than 10:00 P.M. on July 16, 2024.

"Authorizing Law" shall mean Chapters 384, Code of Iowa, 2023, as amended.

"Bond Counsel" shall mean Ahlers & Cooney P.C., Des Moines, Iowa.

"Closing Certificates" shall mean all certifications reasonably required by the Underwriter or Bond Counsel necessary to close the issue, including but not limited to, a no litigation certificate, approval of the final version of the Official Statement, no material change certificate and acceptance of the Note certificate.

"Closing Date" or "Closing" shall mean not later than 1:00 pm Central Time on August 15, 2024, or such other date as agreed to by the Issuer and the Underwriter in writing.

"Continuing Disclosure Certificate" shall mean the certificate approved by the Issuer that details the continuing disclosure obligations of the Issuer pursuant to United States Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "Rule").

"Costs of Issuance" shall mean all costs usual and customary for a financing similar to the Project, including but not limited to the costs and disbursements of (all, if utilized) Issuer or Borrower's Counsel, Bond Counsel, Disclosure Counsel, Paying Agent, Rating Agency, miscellaneous costs including printing, publication, CUSIP fees, DTC approval fees and day loan expenses.

"Date of Delivery" is currently anticipated to be the Closing Date, or such other date as agreed to by the Issuer and the Underwriter in writing.

"Dated Date" shall mean Date of Delivery.

"Disclosure Counsel" shall mean Ahlers & Cooney, P.C., Des Moines, Iowa.

"Financial Audit Date" shall mean June 30, 2023.

"Insured Rating" shall mean the insured rating of "AA" issued by the Standard & Poor's Corporation.



"Issuer" shall mean City of Ottumwa, Iowa.

"Issuer Documents" shall mean the Note Resolution, the Tax Exemption Certificate, the Continuing Disclosure Certificate, the Note Purchase Agreement, the Loan Agreement and the Closing Certificates.

"Loan Agreement" shall mean the loan agreement between the Issuer and the Underwriter dated Date of Delivery.

"Municipal Bond Insurance Policy" shall mean the issuance of a municipal bond insurance policy guaranteeing the timely payment of principal and interest on the Bonds, when due, through the life of the Bonds, said policy to be issued by Assured Guaranty Municipal Corp. (the "Bond Insurer").

"Note Purchase Agreement Date" shall mean July 16, 2024.

"Note Resolution" shall mean the Resolution of the Issuer authorizing the issuance of the Notes scheduled to be adopted on July 16, 2024.

"Notes" shall mean, the \$6,860,000 General Obligation Capital Loan Notes, Series 2024.

"Official Statement" shall mean the Final Official Statement expected to be dated July 19, 2024, as published by the Issuer including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto, together with such amendments or supplements thereto as are adopted by the Issuer in accordance herewith.

"Official Statement Authorization Date" shall mean June 18, 2024.

"Original Issue Discount" shall mean \$.

"Original Issue Premium" shall mean \$.

"Preliminary Official Statement" shall mean the Preliminary Official Statement dated June 24, 2024, as published by the Issuer.

"Project" shall mean to provide funds to pay the costs of (i) various essential and general corporate purpose capital improvements, equipment and vehicle acquisitions, and (ii) paying the costs associated with the issuance of the Notes.

"Purchase Price" shall mean the sum of the principal of the Notes, less Underwriter's Discount, less any Original Issue Discount, plus any Original Issue Premium.

"Rating" shall mean "A1" as assigned by the Rating Agency.

"Rating Agency" shall mean Moody's Investors Service, Inc.

"Securities" shall mean the Notes.

"Underwriter" shall mean Piper Sandler & Co., Des Moines, Iowa.

"Underwriter's Discount" shall mean \$58,860.

## 2. Purchase and Sale.

Subject to the satisfaction by the Issuer of the terms and conditions set forth herein, subject also to the conditions precedent set forth herein and in reliance upon the representations herein set forth or incorporated by reference, the Underwriter hereby agrees to purchase from the Issuer upon the terms and conditions set forth herein and the Issuer hereby agrees to sell to the Underwriter Notes (the Notes being

more fully described in Schedule I hereto, and in the Official Statement at the Purchase Price). The expenses of selling the Notes shall be paid as provided herein. The Notes shall be as described in the Official Statement of the Issuer, shall be issued and secured pursuant to the Issuer Documents.

The Notes shall be issued pursuant to the Note Resolution, the proceeds of which will be used to finance the Project.

3. Official Statement.

(a) The Issuer shall deliver or cause to be delivered to the Underwriter, promptly upon the completion thereof, copies of the Official Statement relating to the Notes in substantially the form of the Preliminary Official Statement, with only such changes therein as shall have been mutually agreed upon by the Issuer and the Underwriter, signed on behalf of the Issuer by its authorized representative. In connection with the offering and sale of the Notes, the Issuer authorizes the use by the Underwriter of copies of the Official Statement with respect to the Notes, together with copies of the Note Resolution, and the other documents described therein or attached thereto. The Issuer hereby ratifies and consents to the use by the Underwriter of the Official Statement in connection with the sale of the Notes.

(b) The distribution by the Underwriter of the Preliminary Official Statement for the Notes is hereby approved and the Issuer hereby authorizes the Underwriter to use, in connection with the offer and sale of the Notes, the Preliminary Official Statement and all other documents, agreements, certificates or statements furnished by the Issuer to the Underwriter or entered into in connection with the offer and sale of the Notes, and all other documents, agreements, certificates or statements furnished by the Issuer or entered into in connection with the transactions described in this Note Purchase Agreement. The Issuer represents that the Preliminary Official Statement was "final" as of its date within the meaning of paragraph (b)(1) of the Rule, except for the omission of information that is dependent upon the final pricing of the Notes.

Actions taken by the Issuer, its staff and outside consultants, with respect to the preparation of the Preliminary Official Statement and final Official Statement are hereby ratified and confirmed.

(c) The Issuer, on behalf of itself and as agent for any other "issuers" within the meaning of the Rule, agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, such copies of the Official Statement, or such additional copies as may be necessary for the Underwriter to comply with paragraph (b)(4) of the Rule and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer agrees to deliver such Official Statement within seven (7) business days after the execution hereof.

(d) The Underwriter shall give notice to the Issuer on the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver the Official Statement pursuant to paragraph (b)(4) of the Rule.

(e) The Underwriter agrees from the time the Official Statement becomes available until the earlier of (i) ninety (90) days from the end of the underwriting period or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, the Underwriter shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means to any potential customer, on request, at least one copy of the Official Statement requested.

4. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Tax-Exempt Notes and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in

the form attached hereto as EXHIBIT A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or the initial offering price to the public of the Notes.

(b) Except as set forth in Schedule A to EXHIBIT A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Notes. If at that time the 10% test has not been satisfied as to any maturity of the Notes, the Underwriter agrees to promptly report to the Issuer the prices at which Notes of that maturity have been sold by the Underwriter to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Notes of that maturity or until all Notes of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Notes to the public on or before the date of this Agreement at the offering price (the "initial offering price"), or at the corresponding yield, set forth in Schedule A to EXHIBIT A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Agreement, the maturities, if any, of the Notes for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Notes, the Underwriter will neither offer nor sell unsold Notes of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter represents that it is not part of any selling group agreement or any retail distribution agreement relating to the initial sale of the Notes to the public.

(e) The Underwriter acknowledges that sales of any Notes to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) "public" means any person other than an underwriter or a related party.
- (ii) "underwriter" means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),
- (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct

ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Note Purchase Agreement by all parties.

5. Representations

(a) The Issuer represents to and agrees with the Underwriter as follows:

(i) As of its date and as of the date hereof, the Preliminary Official Statement (and with respect to those sections for which the information provided is from a source other than the Issuer, to the best knowledge of the Issuer), except for CUSIP numbers and the statements under the captions "Appendix B - Describing Book-Entry Only System", "UNDERWRITING" and "TAX MATTERS" for which the Issuer makes no statement, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for such information that may be omitted from a preliminary official statement pursuant to the Rule). By a resolution adopted on the Official Statement Authorization Date, the Issuer has authorized the distribution by the Underwriter of the Preliminary Official Statement, when available, in offering the Notes for sale to prospective purchasers of the Notes.

As of its date and as of the Dated Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Official Statement relating to DTC, the book entry system, the Municipal Bond Insurance Policy, the Bond Insurer or the Underwriter. If, at any time prior to the earlier of (A) receipt of notice from the Underwriter pursuant to Section 3(c) hereof that Official Statements are no longer required to be delivered under the Rule or (B) ninety (90) days after the Closing, any event or circumstance occurs as a result of which the Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter in writing of such events or circumstances.

(ii) The Issuer is a political subdivision of the State of Iowa (the "State") created and existing under the laws of the State and the Issuer has full legal right, power and authority pursuant to the laws of the State to issue Notes to finance the Project, to enter into this Note Purchase Agreement and to pledge the taxes described in the Note Resolution and as described in the Official Statement.

(iii) Except as described in the Preliminary Official Statement or the Official Statement, the Issuer is not in breach of or default in any material respect under (if applicable) its articles of incorporation or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.

(iv) The execution and delivery of this Note Purchase Agreement does not, and the execution and delivery of the Notes, and the adoption of the Note Resolution, and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation,



court order or consent decree to which the Issuer is subject.

(v) With respect to such matters that are preconditions to the issuance of the Notes, the Issuer has, and at the date of the Closing will have, in all respects complied with the Authorizing Law.

(vi) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of the State having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Note Resolution and the Notes, have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the purchase and sale of the Notes by the Underwriter).

(vii) The Notes, when duly issued, authenticated and delivered in accordance with the Note Resolution and sold to the Underwriter as provided herein, will be the validly issued and outstanding obligations of the Issuer payable from an annual ad-valorem tax levied against all of the property valuation of the Issuer (as described in the Official Statement), entitled to the benefits of the Note Resolution.

(viii) The Issuer Documents, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitute valid and binding obligations of the Issuer payable as outlined in the Official Statement, provided, however, that the enforceability of such obligations may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and to general principles of equity.

(ix) No litigation is pending or, to the knowledge of the Issuer, threatened (A) seeking to restrain or enjoin the issuance or delivery of any of the Notes or the application of proceeds of the Notes as provided in the Note Resolution or the collection of taxes of the Issuer pledged under the Note Resolution, (B) in any way contesting or affecting any authority for the issuance of the Notes or the validity of the Notes, the Note Resolution or this Note Purchase Agreement, or (C) in any way contesting the existence or powers of the Issuer as they relate to the issuance of the Notes or the imposition or collection of any ad valorem taxes, other than property tax assessment appeals.

(x) The Official Statement was, as of its date, and is, as of this date, "final" within the meaning of paragraph (b)(1) of the Rule. The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not and as of the Closing Date will not (and with respect to those sections for which the information provided is from a source other than the Issuer, to the best knowledge of the Issuer), except for CUSIP numbers and the statements under the captions "THE NOTES – Book-Entry Only System", "UNDERWRITING" and "TAX MATTERS" for which the Issuer makes no statement, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Issuer contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with accounting principles as noted in the Official Statement, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the Issuer.

(xi) The adoption and authorization of the Issuer Documents do not, and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order or consent decree to which the Issuer is subject.

(xii) The Issuer has the legal authority to apply proceeds of the Notes for the purposes

contemplated by the Authorizing Law and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Notes to the extent required by this Agreement and in compliance with applicable law.

(xiii) Except as noted in the Preliminary Official Statement, during the past five years, the Issuer has not failed to comply, in all material respects, with its Continuing Disclosure Certificate under the Rule to provide annual reports or notice of material events.

(xiv) Except as noted in the Official Statement, the Issuer has not been, within the last five years, in default as to principal or interest with respect to any obligation issued by or guaranteed by the Issuer or with respect to which the Issuer is an obligor.

(xv) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the Issuer shall not create, assume or guarantee any general obligation indebtedness payable from a pledge of ad valorem property taxes.

(xvi) The Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Tax-Exempt Notes.

(xvii) No financial advisory relationship as defined by Rule G-23 of the MSRB has existed, or currently exists, between the Issuer and the Underwriter with respect to the Notes. The Issuer further represents that it provided acknowledgment and consent regarding the Underwriter's Rule G-17 disclosure.

(xviii) The Underwriter has not recommended or advised that the Issuer should not retain or utilize financial advisory services on this transaction.

(xix) Both at the time of acceptance hereof and on the Closing Date, there shall not have been any material adverse change since the Financial Audit Date, in the results of the operations or financial condition of the Issuer and the financial statements contained in Appendix A to the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally recognized accounting principles for governmental agencies, applied consistently except as otherwise indicated in the Official Statement or the Issuer's most recent annual audit.

(b) The Underwriter represents to and agrees with the Issuer as follows:

(i) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the State of Iowa.

(ii) The Note Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, provided, however, the enforceability of such obligations may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and to general principles of equity.

(iii) The Underwriter has reviewed the information in the Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such.

(iv) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

(v) The Underwriter did not recommend or advise that the Issuer should not retain or utilize financial advisory services on the transaction.

(vi) No financial advisory relationship as defined by Rule G-23 of the MSRB has existed, or currently exists, between the Issuer and the Underwriter with respect to the Notes.

(vii) The Underwriter represents to the Issuer that the person signing this Note Purchase Agreement on behalf of the Underwriter is authorized to sign this Note Purchase Agreement on behalf of the Underwriter.

6. Closing. Except as otherwise provided herein, at Closing, the Issuer will deliver or cause to be delivered to us, at the offices of the Underwriter or at such other place as we may mutually agree upon, the Notes in definitive fully registered form, duly executed and authenticated. In addition, the other documents hereinafter mentioned will be delivered at the offices of Bond Counsel, and the Underwriter will accept such delivery and pay the purchase price thereof in federal funds payable to the order of the Issuer or the order of such person as the Issuer shall direct and such funds shall be available to the Issuer on the date of Closing.

The Notes will be delivered as fully registered Notes in such authorized denominations and registered in such names and in such amounts as the Underwriter may have requested not less than five (5) business days prior to the Closing (and if no such request is made, in the name of the Underwriter). The Issuer will deposit at least one (1) day prior to the date of Closing any or all of the Notes, registered in such name or names as the Underwriter may request, in New York, New York, subject to release at Closing. The Notes will be made available for checking and authentication not less than 48 hours prior to the Closing, at such place as the Issuer and the Underwriter shall agree.

It is anticipated that CUSIP identification numbers will be printed on the Notes, but neither the failure to print such numbers on any Note nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Notes. The Underwriter and the Issuer will cooperate to obtain the CUSIP numbers and the Underwriter agrees to pay for the costs and expenses of obtaining the CUSIP numbers and all other minor, customary incidental costs and expenses related to the sale, issuance and delivery of the Notes. Simultaneously with the delivery of the Notes, the Issuer shall cause to be delivered to the Underwriter opinions of Bond Counsel dated the date of such delivery as provided in Section 7(d)(i) below.

7. Conditions Precedent. The Issuer and Underwriter have entered into this Note Purchase Agreement in reliance upon (i) the representations, warranties and agreements contained herein and in the Issuer Documents; and (ii) the performance by the opposite party of its obligations hereunder, if any, and under the above-mentioned documents, both as of the date hereof and as of the date of the Closing. Each party's obligation under this Note Purchase Agreement is and shall be subject to the following further conditions:

(a) The representations and warranties contained herein shall be true, complete and correct on the date of acceptance hereof and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, the Official Statement and the other Issuer Documents shall be in full force and effect, shall each be in form and substance acceptable to the Issuer and Underwriter in all respects, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by and shall have been duly adopted and there shall be in full force and effect such ordinances and resolutions, and entered into such agreements, as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Notes.

(c) The Underwriter shall have the right to cancel its obligation to purchase the Notes and to

terminate this Note Purchase Agreement by written notice to Issuer, prior to the Closing, if, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

(i) the market price or marketability of the Notes, or the ability of the Underwriter to enforce contracts for the sale of the Notes, shall be materially adversely affected by any of the following events:

(A) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Notes; or

(B) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(C) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(D) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Notes or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "Securities Act") or the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") or otherwise, or would be in violation of any provision of the federal securities laws; or

(E) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(F) any rating on the Notes or any securities of the Issuer which are secured by a general obligation pledge on a parity with the Notes is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(ii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so



supplemented is to materially adversely affect the market price or marketability of the Notes or the ability of the Underwriter to enforce contracts for the sale of the Notes; or

(iii) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(iv) a material disruption in securities settlement, payment or clearance services affecting the Notes shall have occurred; or

(v) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(vi) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Notes, including the underlying obligations as contemplated by this Note Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Notes, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act; or

Upon the occurrence of a Termination Event and the termination of this Note Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Note Purchase Agreement shall terminate, without further liability, except that the District and the Underwriter shall pay their respective expenses as set forth in Section 9 of this Note Purchase Agreement.

(d) At or prior to the Closing, the Underwriter shall have received the following documents (in each case with such changes as the Issuer and Underwriter shall approve):

(i) The unqualified approving opinion of Bond Counsel, dated the date of the Closing Date substantially in the form set forth in the Official Statement;

(ii) A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer and the Underwriter substantially to the effect that the description of the Notes and the Note Resolution in the Official Statement under the captions "THE NOTES" except the material regarding DTC and Book-Entry Only Form, "TAX MATTERS", "LEGAL MATTERS", "Appendix C – Form of Legal Opinion" and "Appendix D – Form of Continuing Disclosure Certificate" has been reviewed by them and, insofar as such information contained under such captions purports to summarize certain provisions of the Notes, the Note Resolution and any opinions rendered as or documents prepared by Bond Counsel, presents a fair and accurate summary of such provisions for the purpose of use in the Official Statement;

(iii) Reserved;

(iv) Reserved;

(v) A certificate of the Issuer, signed by an authorized representative of the Issuer, dated the date of the Closing, to the effect that (A) the representations, warranties and agreements of the Issuer contained herein and in the Note Resolution and the other Issuer Documents are true and correct in all material respects as of the date of the Closing; (B) no litigation is pending or, to the knowledge of the Issuer, threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Notes or the collection of revenues or other security pledged under the Note Resolution, (2) in any way contesting or affecting any authority for the issuance of the Notes or the validity of

the Notes, the Note Resolution or the other Issuer Documents, or (3) in any way contesting the existence or powers of the Issuer as they relate to the Notes; (C) no event or circumstance affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of closing, is true, accurate and complete in all material respects (and with respect to those sections for which the information provided is from a source other than the Issuer, to the best knowledge of the Issuer), except for CUSIP numbers and the statements under the captions "THE NOTES – Book-Entry Only System", "UNDERWRITING" and "TAX MATTERS" for which the Issuer makes no statement; and (E) all resolutions and other actions required to be approved or taken by or on behalf of the Issuer authorizing and approving the transactions described or contemplated in this Note Purchase Agreement or in the Official Statement, the execution of or approving of the respective forms of, as the case may be, this Note Purchase Agreement, and the Notes have been duly approved by the City Council of the Issuer, are in full force and effect and have not been modified, amended or repealed.

(vi) Certified copies of the Issuer's resolutions or comparable actions of its City Council authorizing the execution and delivery of the Issuer Documents and approving the Notes and the Official Statement;

(vii) A Tax Agreement or Tax Certificate in form satisfactory to Bond Counsel;

(viii) An executed copy of the Continuing Disclosure Certificate in form substantially as set forth as Appendix D to the Official Statement;

(ix) Written confirmation of the Rating on the Notes from the Rating Agency;

(x) Written confirmation of the Insured Rating on the Bonds from the Rating Agency

(xi) Evidence of the issuance of the Municipal Bond Insurance Policy;

(xii) An opinion of Disclosure Counsel, in form satisfactory to the Underwriter; and

(xiii) Such additional legal opinions, certificates, proceedings, agreements, instruments and other documents the Underwriter or Bond Counsel may reasonably request to evidence compliance with any legal requirements, to provide such additional assurances as the Underwriter may request, the truth and accuracy, as of the time of Closing, of any representations given and the due performance or satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied as conditions precedent to the issuance of the Notes.

If either party shall be unable for any reason to satisfy the conditions precedent contained in this Note Purchase Agreement or if either party's obligation shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall have any further obligations or liability hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Section 9 hereof, shall continue in full force and effect.

8. Amendments to Official Statement. After the date of the Official Statement and so long as the Underwriter, or dealers, if any, participating in the original distribution of the Notes, are offering the Notes which constitute the whole or a part of their unsold participations, the Issuer will (a) not adopt any amendment of or supplement to the Official Statement without the prior written consent of the Underwriter, and (b) during such period or for forty-five (45) days from the date of the Closing, whichever is earlier, if any event or circumstance relating to or affecting the Official Statement shall occur as a result of which, in the reasonable judgment of the Underwriter, it is necessary to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the event or circumstances existing at the time they are delivered to a purchaser, forthwith prepare and furnish to the Underwriter, at the expense

of the Issuer, a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter) which will amend or supplement the Official Statement so that they will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser or purchasers, not misleading. For the purposes of, and during the period of time provided by this Section, the Issuer will furnish, or cause to be furnished, such information with respect to itself as the Underwriter may from time to time reasonably request.

9. Payment of Expenses.

(a) Upon and subject to the issuance, sale and delivery of the Notes by the Issuer, the Issuer agrees to pay either directly or, to the extent permitted under federal tax law, from the proceeds of the Notes, at closing or a date thereafter that is agreeable to the Underwriter in its sole discretion, the Underwriter's Discount. The Issuer is responsible for and agrees to pay all other Costs of Issuance for the transaction necessary for the Notes to close.

(b) If the Notes are not issued and delivered by the Issuer to the Underwriter as a result of the failure by the Issuer to perform any of its obligations under this Note Purchase Agreement (other than a non-performance following a failure of the Underwriter to comply with its obligation set forth in this Agreement, or a cancellation of this Agreement under Section 7(c) herein, if such obligation is not otherwise excused or terminated by the Issuer), the Issuer agrees that it shall pay the Underwriter's Discount.

10. No Advisory or Fiduciary Role. Issuer acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement and (iv) the Issuer has consulted its own legal, accounting, tax, financial advisors, and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

11. Rule 15c2-12. Each of the parties hereto agrees to reasonably cooperate with each other in order to carry out and comply with certain requirements of the Rule.

12. Issuer Intends to Issue Tax Exempt Notes. The Issuer acknowledges it intends to issue the Notes on a tax-exempt basis and further acknowledges the Issuer's continuing covenants and responsibilities regarding tax exemption that will be contained in the Issuer Documents, including the Tax Exemption Certificate and Note Resolution. The Issuer acknowledges that the services provided by the Underwriter are not intended to be construed as legal or accounting advice with respect to the issuance of the Notes.

To the extent that the Underwriter 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 Notes, these computations are made using software licensed to the Underwriter by a third-party vendor, DBC, and are provided for informational purposes only. The Underwriter expresses no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Bond Counsel.

13. Notices. Any notice or other communication to be given to the Issuer under this Note Purchase Agreement may be given by delivering the same in writing to the addresses set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing

to the Underwriter at Piper Sandler & Co., Attn: Public Finance Department, 3900 Ingersoll Avenue, Suite 110, Des Moines, IA 50312.

14. Benefit. This Note Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns), and no other person, political subdivision, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

15. Approval. The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to the Issuer.

16. Governing Law; Counterparts. This Note Purchase Agreement shall be governed by the laws of the State of Iowa and may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.



**PIPER SANDLER & CO.**  
as Underwriter specified herein

By: \_\_\_\_\_  
Its Managing Director

Approved and Agreed to:

**CITY OF OTTUMWA, IOWA**, as Issuer specified herein

By: \_\_\_\_\_  
Its Mayor

**ATTEST:**

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

Signature page for the Note Purchase Agreement between the Issuer and the Underwriter dated the Note  
Purchase Agreement Date

# SCHEDULE I TO NOTE PURCHASE AGREEMENT

## Maturity Date and Schedule

Fiscal Year	Principal	Coupon	Yield	Yield	Price	Proceeds
6/1/25	50,000	5.000%	3.450%	3.450%	101.199%	50,600
6/1/26	50,000	5.000%	3.350%	3.350%	102.845%	51,423
6/1/27	50,000	5.000%	3.300%	3.300%	104.497%	52,249
6/1/28	50,000	5.000%	3.350%	3.350%	105.828%	52,914
6/1/29	740,000	5.000%	3.350%	3.350%	107.247%	793,628
6/1/30	700,000	5.000%	3.380%	3.380%	108.455%	759,185
6/1/31	700,000	5.000%	3.400%	3.400%	109.629%	767,403
6/1/32	700,000	4.000%	3.450%	3.511%	103.301%	723,107
6/1/33	700,000	4.000%	3.450%	3.558%	103.301%	723,107
6/1/34	700,000	4.000%	3.500%	3.633%	102.996%	720,972
6/1/35	700,000	4.000%	3.550%	3.694%	102.691%	718,837
6/1/36	700,000	4.000%	3.600%	3.747%	102.387%	716,709
6/1/37	700,000	4.000%	3.700%	3.822%	101.783%	712,481
Totals	6,540,000					6,842,613.30

## EXHIBIT A – FORM OF ISSUE PRICE CERTIFICATE

### ISSUE PRICE CERTIFICATE \$6,540,000 CITY OF OTTUMWA, IOWA GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024

The undersigned, Piper Sandler & Co. (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Notes was sold to the Public is the respective price listed in Schedule A.

2. [Initial Offering Price of the Hold-the-Offering-Price Maturities.]

[(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. If any Hold-the-Offering-Price Maturities are identified in Schedule A, a copy of the pricing wire or equivalent communication for the Notes will be attached to this certificate as Schedule B.]

[(b) As set forth in the Note Purchase Agreement dated July 16, 2024 (the "Agreement"), between the Issuer and the Underwriter, the Underwriter has agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities it would neither offer nor sell any of the Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"). Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Notes during the Holding Period.]

3. Defined Terms.

(a) General Rule Maturities means those Maturities of the Notes listed in Schedule A hereto as the "General Rule Maturities".

[(b) Hold-the-Offering-Price Maturities means those Maturities of the Notes, listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

[(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5th) business day after the Sale Date \_\_\_\_\_, 2024), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the Offering-Price Maturity.]

(d) Issuer means City of Ottumwa, Iowa.

(e) Maturity means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is July 17, 2024.

(h) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate or other closing certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bond Counsel in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

EXECUTED and DELIVERED this August 1, 2024.

PIPER SANDLER & CO.

By:

Name: Timothy J. Oswald

Title: Managing Director



SCHEDULE A TO ISSUE PRICE CERTIFICATE

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE  
HOLD-THE-OFFERING-PRICE MATURITIES

General Rule Maturities

Fiscal Year	Principal
6/1/25	50,000
6/1/26	50,000
6/1/29	740,000
6/1/30	700,000
6/1/31	700,000
6/1/32	700,000
6/1/33	700,000
6/1/34	700,000
6/1/35	700,000
6/1/36	700,000
6/1/37	700,000
<hr/>	
Totals	6,440,000

Hold The Offering Price

Fiscal Year	Principal
6/1/27	50,000
6/1/28	50,000
<hr/>	
Totals	100,000

SCHEDULE B TO ISSUE PRICE CERTIFICATE  
PRICING WIRE OR EQUIVALENT COMMUNICATION

(See attached)



## CREDIT PROFILE

### For Purchasers of BAM-Insured Bonds

#### Ottumwa, IA, General Obligation Capital Loan Notes, Series 2024

##### Most Recent Update

7/9/2024

##### Bonds Dated Date

8/1/2024

##### Use of Proceeds

The Bonds are being issued to fund various capital improvements.

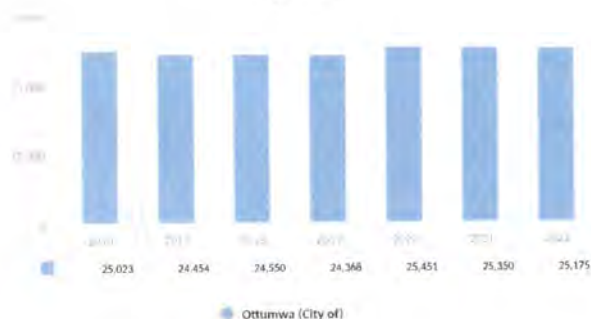
##### Bond Security

The Bonds are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without limitation as to rate or amount. Investors should refer to the official statement for a full description of the security for the Bonds.

##### Bond Insurance

Build America Mutual Assurance Company (BAM) has been selected to provide insurance for the Bonds if bond insurance is used. A BAM insurance policy guarantees the scheduled payment of principal and interest when due on obligations that BAM insures. As of the date of this BAM Credit Profile, no decision has been made as to which of the Bonds will be insured (and it is possible that none of the Bonds will carry insurance). Please consult the Official Statement for the Bonds, when it is available, for further information. This BAM Credit Profile is preliminary and subject to change, and will be updated and superseded by a final version if BAM issues an insurance policy for any of the Bonds.

Population



Unemployment Rate





Issuer: Ottumwa

State: IA

County: Wapello

Sector: GO - City or Town

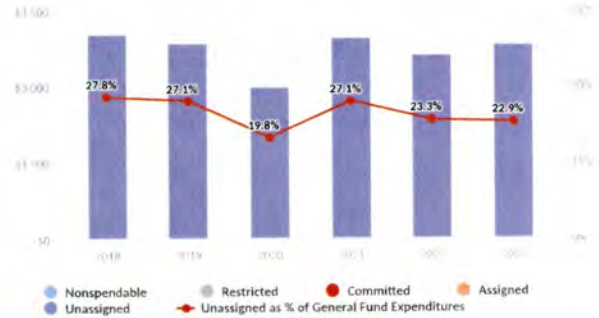
### Employment by Industry - 2022\*

Wapello County

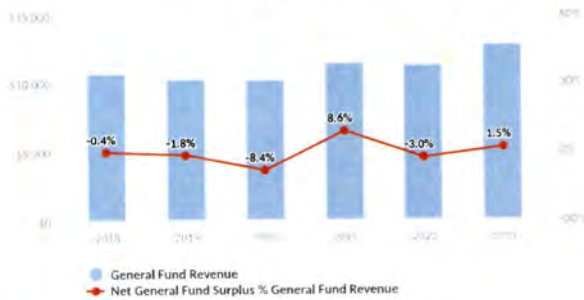
Description	# of People Employed	% Total
Manufacturing	3,795	21.1%
Gov't & Gov't Ent	2,760	15.4%
Retail Trade	2,410	13.4%
Health Care & Social Assistance	2,273	12.7%
Accommodation & Food Svcs	1,274	7.1%

\*Source: Bureau of Economic Analysis

### General Fund Balance (\$000)



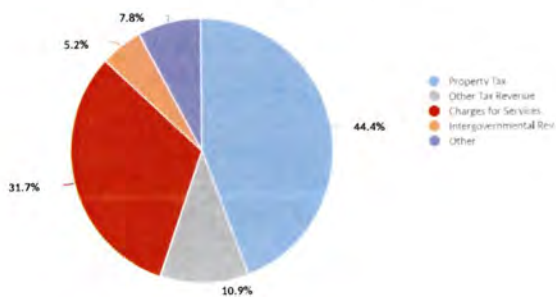
### General Fund Revenue and Surplus/Deficit (\$000)



### Full Value Trend (\$000)



### General Fund Revenue Items



### Information from Official Statement/Continuing Disclosure\*

Top 10 Taxpayers (% of AV)	17.84%
Top Taxpayer (% of AV)	5.36%
Top Taxpayer (with industry)	MPT of Ottumwa-Lima LLC (Health Care Facility)
Total Direct Debt + Overlapping Debt (\$000)	34,830
Total Direct Debt + Overlapping Debt per capita (\$)	1,383
Total Direct Debt + Overlapping Debt as % of Full Value	2.4%
Unfunded Pension Liability (as reported) (\$000)	10,677
Unfunded OPEB Liability (as reported) (\$000)	7,756

\*As of the date of the Most Recent Update

**Location Description:** The City is located on the Des Moines River approximately 90 miles southeast of Des Moines.

Notes





## City of Ottumwa, IA

### DEMOGRAPHIC INFORMATION

Year	2022	2021	2020	2019	2018
Population	25,175	25,350	25,451	24,368	24,550
Unemployment Rate (Ottumwa (City of))	3.5%	5.1%	6.6%	3.9%	3.7%
% State	129.63%	134.21%	129.41%	139.29%	148.00%
% Nation	94.59%	94.44%	81.48%	105.41%	94.87%

### TAX BASE

Year	2025	2024	2023	2022	2021
Assessed Value (AV) (\$000)	735,654	684,919	679,002	625,004	625,006
Full Value (FV) (\$000)	1,422,722	1,185,180	1,199,261	1,042,980	1,041,083

### DEBT & LIABILITY ANALYSIS (\$000)\*

Total Direct Debt	31,725
Total Direct Debt per Capita (\$)	1,260
Total Direct Debt / Full Value	2.2%
Pension Contributions	1,766
OPEB Contributions	463
Total Contribution to Pension & OPEB / Total General Fund Exp	13.4%

### INCOME DATA\*

Median Household Income	53,085
% State	75.2%
% Nation	70.6%
Poverty Rate	19.0%
% State	171.2%
% Nation	152.0%

\* As of the date of the Most Recent Update

\* Data for Ottumwa (City of)

### FINANCIAL DATA (\$000)

#### General Fund

Year	2023	2022	2021	2020	2019	2018
Fiscal Year End	06/30/2023	06/30/2022	06/30/2021	06/30/2020	06/30/2019	06/30/2018
Auditor Opinion Date	04/29/2024	03/17/2023	12/21/2021		12/09/2019	12/11/2018
<b>Revenue</b>						
Property Tax	5,674	5,295	5,007	4,744	4,723	5,163
Sales Tax Revenue						
Income Tax Revenue						
Other Tax Revenue	1,398	699	689	595	734	693
Total Tax Revenue	7,072	5,994	5,696	5,339	5,456	5,855
Charges for Services	4,052	3,710	4,259	3,583	3,595	3,572
Intergovernmental Revenue	668	975	955	363	359	425
Other	992	675	576	919	903	884
Total Operating Revenue	12,784	11,354	11,486	10,204	10,313	10,736
<b>Expenditures</b>						
General Government Expenditure	2,121	1,606	1,341	1,353	1,194	1,359
Public Safety Expenditure	9,619	9,405	8,970	9,305	8,723	7,984
Public Works Expenditure	2,546	2,385	2,257	2,246	2,151	2,326
Other	2,391	2,164	2,061	2,160	2,117	2,800
Total Operating Expenditures	16,676	15,561	14,628	15,065	14,185	14,468
Net Operating Revenue (Net of Transfers)	191	(335)	993	(858)	(182)	(45)
<b>Fund Balance</b>						
Nonspendable	18	21	21	4	4	4
Restricted						
Committed						
Assigned						
Unassigned	3,821	3,626	3,962	2,986	3,843	4,025
Total	3,839	3,647	3,983	2,990	3,847	4,029
<b>Liquidity</b>						
Cash & Cash equivalents	6,661	4,956	4,111	2,988	3,709	3,835
Days Cash on Hand	146	116	103	72	95	97
Total Fund Balance as a % of General Fund Expenditures	23.0%	23.4%	27.2%	19.8%	27.1%	27.8%
<b>Governmental Activities</b>						
Revenue	37,596	34,622	34,812		33,296	31,779
Expenses	33,679	25,192	29,060		29,608	28,998
Change in Assets (Net of Transfers)	3,917	9,430	5,752		3,688	2,037
Total Net Assets	70,736	68,939	62,417		56,661	52,973

#### Notes

All Ratios are calculated using the most recent Financial and Demographic data available.  
Financial data is not adjusted for restatements in prior years.

#### LIMITATIONS ON USE

By using this BAM Credit Profile you agree to the Terms of Use set forth in BAM's website located at <https://buildamerica.com/terms-of-use/>. The information contained in this preliminary BAM Credit Profile has been obtained or derived from the issuer and various public sources, is for informational purposes only, may be subject to change, and is provided on an "as is" basis. BAM does not represent that such information is accurate, timely or complete and BAM disclaims any and all liability relating to the information contained herein, in the Official Statement, or in the issuer's continuing disclosure documents. In no event will BAM, its employees or officers be liable to any party for any damages, costs, expenses, legal fees or losses in connection with any use of or reliance on the information contained herein, in the Official Statement or in issuer's continuing disclosure documents, even if advised of the possibility of such damages. The information should not be relied upon and is not a substitute for the skill, judgment or experience of the investor, its management, employees, advisors and/or clients when making investment decisions. BAM does not act as a fiduciary or an advisor (investment, municipal or otherwise) and nothing herein shall be construed as a recommendation or advice given by BAM as to the sale or purchase of any securities. BAM Credit Profiles are produced for purchasers of bonds or other securities insured by BAM, and BAM members, rather than investors generally. The Official Statement will identify the bonds or other securities that are insured by BAM. A BAM Credit Profile is not intended to be an offer to sell or a solicitation of an offer to buy any securities and should not be used or considered as such under any circumstances. Any such offer or solicitation is made only by means of the issuer's Official Statement. If an Official Statement is not being delivered in connection with the sale of the Bonds, "Official Statement" for purposes of this Credit Profile shall be deemed to mean all information provided by, or on behalf of, the Issuer to the purchaser(s) of the Bonds.

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## **MUNICIPAL BOND INSURANCE COMMITMENT**

ISSUER: Ottumwa, Iowa

MEMBER: Ottumwa, Iowa

Effective Date: July 09, 2024

Expiration Date: October 06, 2024

BONDS: General Obligation Capital Loan Notes, Series 2024  
in aggregate principal amount not to exceed \$6,860,000

Insurance Payment: 0.265% of the Total Debt Service on the Bonds

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM") hereby commits, subject to the terms and conditions contained herein or added hereto, to issue its Municipal Bond Insurance Policy (the "Policy") relating to the Bonds referenced above (the "Bonds") issued by or on behalf of the Member. To keep this Commitment in effect after the Expiration Date set forth above, a written request for renewal must be submitted to BAM prior to such Expiration Date. BAM

THE MUNICIPAL BOND INSURANCE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

1. The documents to be executed and delivered in connection with the issuance and sale of the Bonds (collectively, the "Security Documents"), shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.
2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled for the issuance and delivery thereof (the "Closing Date").
3. As of the Closing Date, there shall have been no material omissions or material adverse changes in, as to or affecting (i) the Member or the Bonds, including, without limitation, the security for the Bonds or (ii) any disclosure document relating to the Bonds (including any financial statements and other information included or incorporated by reference therein) (the "Official Statement"), the Security Documents to be executed and delivered with respect to the Bonds, any project to be financed with the proceeds of the Bonds (if applicable), the legal opinions to be delivered in connection with the issuance and sale of the Bonds, or any other information submitted to BAM with respect to the issuance and sale of the Bonds, including the proposed debt service schedule of the Bonds, from information previously provided to BAM in writing.



4. The applicable Security Documents shall contain the document provisions set forth in Exhibit A hereto and shall be in form and substance acceptable to BAM. No variation shall be permitted therefrom except as specifically approved by BAM in writing prior to the Closing Date.

5. The Bonds shall contain no reference to BAM, the Policy or the insurance evidenced thereby except as may be approved in writing by BAM. BOND PROOFS SHALL BE APPROVED IN WRITING BY BAM PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form found on BAM's website ([www.buildamerica.com](http://www.buildamerica.com)) and in Exhibit B hereto entitled "DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS".

6. The Official Statement shall contain the language provided by BAM and only such other references to BAM as BAM shall supply or approve in writing, and BAM shall be provided with final drafts of any preliminary and final Official Statement at least two business days prior to printing/electronic posting. BAM SHALL BE PROVIDED WITH AN ELECTRONIC COPY OF THE OFFICIAL STATEMENT SEVEN (7) DAYS PRIOR TO CLOSING, unless BAM shall agree in writing to a shorter period.

7. BAM shall be provided with:

(a) Copies of all Security Document drafts prepared subsequent to the date of this Commitment (blacklined to reflect all revisions from previously reviewed drafts) for review and approval. Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period. Copies of all drafts of the Security Documents shall be delivered to the BAM contacts specified in Exhibit I.

(b) Copies of any consulting reports, feasibility studies, rate reports, engineer's reports or similar expert reports for review and approval, along with any revisions thereto (blacklined to reflect all revisions from previously reviewed drafts). Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period.

(c) The amortization schedule for, and final maturity date of, the Bonds, which schedule shall be acceptable to BAM. Please be aware that BAM will only insure fixed rate Bonds.

(d) A No-Litigation Certificate or a description of any material pending litigation relating to the Member or the Bonds and any opinions BAM shall request in connection therewith.

(e) A description of any material change in the Member's financial position from and after the date of the financial statements provided to BAM.

(f) Executed copies of all Security Documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of disclosure, shall be addressed to BAM or accompanied by a letter of such counsel permitting BAM to rely on such opinion as if such opinion were addressed to BAM), including, without limitation,

the unqualified approving opinion of bond counsel, in form and substance satisfactory to BAM. The foregoing shall be in form and substance acceptable to BAM. (For your information, the form of legal opinion and officer's certificate to be delivered by BAM at Closing is attached hereto as Exhibit C.)

(g) Evidence of wire transfer in federal funds of an amount equal to the Insurance Payment, unless alternative arrangements for the payment of such amount acceptable to BAM have been made prior to the Closing Date.

8. In the event the Bonds are sold in a private placement transaction, (i) BAM shall receive a closing certificate, in form and substance acceptable to BAM, covering the matters in Paragraphs 7 (d) and (e), (ii) the Issuer shall agree to provide BAM with continuing disclosure consistent with any Continuing Disclosure Agreement for any previously issued public debt of the Issuer (irrespective of whether or not that debt remains outstanding) or enter into such other agreement for continuing disclosure acceptable to BAM and (iii) the Issuer shall provide BAM with copies of all documents and agreements, including without limitation any term sheet, side agreement and/or purchase agreement, executed or delivered in connection with the Bonds, which documents and agreements shall be in form and substance acceptable to BAM.

9. Bonds must have an underlying, long-term rating of at least:

NR	Standard and Poor's
A1	Moody's Investors Service

10. Promptly, but in no event more than thirty (30) days after the Closing Date, BAM shall receive a link to or PDF file of, or two (2) CD-ROMs of, the final closing transcript of proceedings, or if a link or PDF file cannot be provided or a CD-ROM is not available, such other electronic form as BAM shall accept.

11. To maintain this commitment until the Expiration Date set forth above, BAM must receive a copy of the signature page of this Commitment fully executed by an authorized officer of the undersigned by the earlier of the date on which the Official Statement containing disclosure language regarding BAM is circulated and ten (10) days after the date of this Commitment.

#### REPRESENTATION AND AGREEMENT BY BAM

(a) BAM is a mutual insurance corporation organized under the laws of, and domiciled in, the State of New York.

(b) BAM covenants that it will not seek to convert to a stock insurance corporation.

(c) The issuance of the Policy qualifies the Member as a member of BAM until the Bonds are no longer outstanding. As a member of BAM, the Member is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law, including the right to receive dividends if and when declared by BAM's Board of Directors. No dividends have been paid to date, and BAM has no current expectation that any dividends will be paid.



(d) The Policy is non-assessable and creates no contingent mutual liability.

(e) Refundings.

If (1) the Security Documents relating to the Bonds permit a legal defeasance (such that the bonds are no longer treated as outstanding under the Security Documents), (2) refunding bonds ("Refunding Bonds") will be issued for the purpose of legally defeasing such then outstanding BAM-insured Bonds (in this context, the "Refunded Bonds") and (3) upon their issuance (A) such Refunding Bonds have a final maturity date that is not later than the final Maturity Date of the Refunded Bonds, (B) the average annual debt service on the Refunding Bonds does not exceed the average annual debt service on the Refunded Bonds, and (C) the net proceeds of such Refunding Bonds are applied solely towards the legal defeasance of the Refunded Bonds and related costs of issuance, then, if BAM is requested to, and in its sole discretion determines to, offer a municipal bond insurance policy covering the Refunding Bonds (the "Refunding Policy") BAM will credit the then available Member Surplus Contribution for the Refunded Bonds against the insurance payment then charged with respect to the Refunding Bonds (proportionate to the amount of Refunding Bonds insured by BAM). If the Security Documents are silent on the matter of a legal defeasance, BAM may, in its sole and absolute discretion, accept such certificates, opinions and reports from or on behalf of the Member in connection with the issuance of such Refunding Bonds in order to establish to its satisfaction that the Refunding Bonds will be issued to retire the outstanding Refunded Bonds and that the Refunding Bonds comply with the criteria set forth in clause (3) of the preceding sentence for the purpose of determining whether a supplemental Member Surplus Contribution is or is not required to be made at that time.

**BUILD AMERICA MUTUAL  
ASSURANCE COMPANY**



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Authorized Officer

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July 09, 2024

Date

**BAM's Legal Entity Identifier (LEI) # is 254900BWZ9EFP17ESA37**

## AGREED AND ACCEPTED

1. The undersigned agrees and accepts the conditions set forth above and further agrees that (i) if the Bonds (and any of the Bonds to be issued on the same date and for which BAM has issued a commitment) are insured by a policy of municipal bond insurance, such insurance shall be provided by BAM in accordance with the terms of this Commitment; (ii) it has made an independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Bonds and whether the Policy is appropriate or proper for it based upon its judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) BAM has not made, and therefore it is not relying on, any recommendation from BAM that the Bonds be insured or that a Policy be obtained, it being understood and agreed that any communications from BAM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, and any related insurance document or the documentation governing the Bonds, do not constitute a recommendation to insure the Bonds or obtain the Policy; (iv) the undersigned acknowledges that BAM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, as to its future financial strength or the rating of BAM's financial strength by the rating agency; (v) the undersigned acknowledges that a credit or claims-paying rating of BAM assigned by a Rating Agency reflects only the views of, and an explanation of the significance of any such rating may be obtained only from, the assigning Rating Agency, any such rating may change or be suspended, placed under review or withdrawn by such Rating Agency if circumstances so warrant, and BAM compensates a Rating Agency to maintain a credit or claims-paying ability rating thereon, but such payment is not in exchange for any specific rating or for a rating within any particular range; (vi) the undersigned acknowledges that BAM may in its sole and absolute discretion at any time request that a Rating Agency withdraw any rating maintained in respect of BAM; and (vii) BAM has made no representation that any dividend will be declared or paid while the Bonds are outstanding, the undersigned has no reason for expecting that any dividend will be declared or paid and the potential receipt of any dividend was not a reason for acquiring the Policy.

2. BAM may determine to designate the Bonds as GreenStar Bonds. Any such designation is based upon information obtained by BAM at the time of issuance of the Bonds and will appear on the cover of and be described under the caption "BOND INSURANCE - BAM GreenStar Bonds" in the Preliminary and Final Official Statements for the Bonds. Said designation will also be included in BAM's Credit Profiles and on BAM's website; it may also be included on lists of green bonds maintained by third parties (including, but not limited to, Bloomberg LP, ICE Data Services, the Municipal Advisory Council of Texas, and the Nasdaq Sustainable Bond Network).

3. The undersigned member hereby appoints Jeffrey Fried, General Counsel of Build America Mutual Assurance Company ("Build America"), as proxy with the power to appoint his substitute, and hereby authorizes him to represent and to cast all of the votes to which the undersigned is entitled to cast as of the record date for the annual meeting of Build America members to be held on Tuesday, April 22, 2025, or at any adjournment or postponement thereof. This proxy is solicited on behalf of the management of Build America and will empower the holder to vote on the undersigned member's behalf for the election of directors of Build America's Board of Directors and such other business as may properly come before said annual meeting. This proxy can be revoked by giving Build America written notice of revocation (by email to



**EXHIBIT A**

**DOCUMENT PROVISIONS**



## EXHIBIT A

### GENERAL TRANSACTION DOCUMENT PROVISIONS

1. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of the Bonds or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. \_\_\_\_\_, Telephone: (212) 235-2500, Telecopier: (212) 962-1710, Email: [notices@buildamerica.com](mailto:notices@buildamerica.com). In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at [claims@buildamerica.com](mailto:claims@buildamerica.com) or at Telecopier: (212) 962-1524 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

2. Amendments, Supplements and Consents.
  - a. *Consents and Amendments.* Whenever any Security Document requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.
  - b. *Control Rights of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Bonds without BAM's written consent.
3. BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third-party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.
4. Policy Payments.
  - a. In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law

violations arising from the offer and sale of the Bonds.

- b. Notwithstanding anything to the contrary, the Issuer and the Trustee shall agree for the benefit of BAM that:
  - i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Bonds; and
  - ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.
- c. *Special Provisions for Insurer Default:* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph 2 above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (4c), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5. Definitions.

“BAM” shall mean Build America Mutual Assurance Company, or any successor thereto.

“Policy” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Bonds when due.

“Security Documents” shall mean the resolution, trust agreement, ordinance, loan agreement, bond, note and/or any additional or supplemental document executed in connection with the Bonds.

**EXHIBIT B**

**DOCUMENT, PRINTING AND DISCLOSURE  
INFORMATION FOR  
PUBLIC FINANCE TRANSACTIONS**





## **BUILD AMERICA MUTUAL ASSURANCE COMPANY**

### **DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS**

This information is intended for use by bond counsel, the underwriters, financial advisors, printers and preparers of municipal bond offerings that will be insured in whole or in part by Build America Mutual Assurance Company ("BAM").

Prior to any reference to BAM in your marketing efforts, including, but not limited to any preliminary or final Official Statement and any rating agency presentation, in respect of a BAM-insured issue, BAM must receive an executed copy of its Commitment Letter. Blacklined copies of each draft of each transaction document, preliminary and final official statements with Appendices, and bond form(s) should be delivered to BAM for review and comment with reasonable opportunity to submit any comments prior to printing or execution, but in any event not less than three business days prior to execution. Such documents shall be delivered to the BAM attorney working on the transaction. If you are uncertain of the proper person to whom to deliver the documents, please email the documents to: [documents@buildamerica.com](mailto:documents@buildamerica.com). Please identify the issuer, obligor and issue name in the subject line of the email.

BAM will deliver to Bond Counsel, at the pre-closing for any such municipal bond offering (such offering to the extent insured by BAM, the "Insured Obligations"), assuming the requirements of the Commitment Letter have been met,

- an opinion of counsel as to the validity of the policy,
- a disclosure, no default and tax certificate of BAM, the executed policy and
- other certificates, if any, required in the transaction.

Prior to closing, BAM will obtain the rating letter from Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, relating to any Insured Obligations. Note that any questions with regards to rating agency fees should be directed to the rating agency.

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**EXHIBIT 1****BAM DIRECTORY**

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Telephone</u></b>	<b><u>Email</u></b>
<b><u>BAM ATTORNEYS</u></b>			
Eashaa Parekh	Counsel	415-858-1008	eparekh@buildamerica.com
<b><u>CLOSING COORDINATORS</u></b>			
Neah Williams		212-235-2535	nwilliams@buildamerica.com
<b><u>BAM ANALYST</u></b>			
Shelby San Vicente		213-297-8002	ssanvicente@buildamerica.com

**BUILD AMERICA MUTUAL ASSURANCE COMPANY  
("BAM")  
DISCLOSURE INFORMATION  
(FOR INCLUSION IN THE OFFICIAL STATEMENT)**

The following are BAM's requirements for printing the preliminary and final official statements:

1. Both the preliminary and final official statements must contain the information set forth in these Exhibits and BAM must be provided with final drafts for its approval and sign off thereon at least two business days prior to the printing thereof;
2. Any changes made to the BAM Disclosure Information for inclusion in the preliminary and final official statements must first be approved by BAM, and
3. BAM must receive an electronic copy of the final official statement seven (7) days prior to closing, unless BAM shall have agreed to some shorter period.

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**TO BE PRINTED ON THE COVER OF THE OFFICIAL STATEMENT:**

The following language should be used when insuring:

**1. THE ENTIRE ISSUE:**

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY**.

**2. CAPITAL APPRECIATION BONDS:**

The scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY**.

**3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):**

The scheduled payment of principal of and interest on the Bonds maturing on \_\_\_\_\_ of the years \_\_\_\_\_ through \_\_\_\_\_, inclusive, with CUSIP #(s) \_\_\_\_\_ (collectively, the "Insured Bonds"), when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Insured Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY**.

**4. CERTIFICATES OR NOTES:**

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.



**PRINTER'S NOTE: USE BUILD AMERICA MUTUAL ASSURANCE COMPANY  
LOGO AND INK #PMS BLUE 2736; REDS 199, 201 AND 1817.**

**THE LOGO MAY BE OBTAINED FROM BAM'S WEBSITE**

**WWW.BUILDAMERICA.COM**

**THE LOGO MAY BE OBTAINED FROM BAM'S WEBSITE  
TO BE PRINTED IN THE BODY OF THE OFFICIAL STATEMENT OR AS AN EXHIBIT**

**USE THE FOLLOWING LANGUAGE WHEN INSURING THE ENTIRE ISSUE:**

**NOTE: The language under the subheading "Bond Insurance Policy" should be modified when insuring Capital Appreciation Bonds, Partial Maturities (less than the entire issue), Certificates and/or Notes.**

## **BOND INSURANCE**

### **BOND INSURANCE POLICY**

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

### **BUILD AMERICA MUTUAL ASSURANCE COMPANY**

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure municipal bonds, as defined in Section 6901 of the New York Insurance Law, which are most often issued by states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27<sup>th</sup> Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: [www.buildamerica.com](http://www.buildamerica.com).

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM's financial strength is rated "AA/Stable" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"). An explanation of the significance of the rating and current reports may be obtained from S&P at <https://www.spglobal.com/en/>. The rating of BAM should be evaluated independently. The rating reflects S&P's current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance



with the terms of the Policy), and BAM does not guarantee the market price or liquidity of the Bonds, nor does it guarantee that the rating on the Bonds will not be revised or withdrawn.

#### *Capitalization of BAM*

BAM's total admitted assets, total liabilities, and total capital and surplus, as of March 31, 2024 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were \$483.2 million, \$221.8 million and \$261.4 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at [www.buildamerica.com](http://www.buildamerica.com), is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE".

#### *Additional Information Available from BAM*

**Credit Insights Videos.** For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at [www.buildamerica.com/videos](http://www.buildamerica.com/videos). (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

**Credit Profiles.** Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at [www.buildamerica.com/credit-profiles](http://www.buildamerica.com/credit-profiles). BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

**Disclaimers.** The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the issuer of or the underwriter for the Bonds, and the issuer and underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Bonds, whether at the initial offering or otherwise.

**The Bond Insurance language for the Official Statement under the subheading "Bond Insurance Policy" should be replaced with the following language when insuring:**

**1. CAPITAL APPRECIATION BONDS:**

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

**2. PARTIAL MATURITIES (LESS THAN THE ENTIRE ISSUE):**

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy (the "Policy") for the Bonds maturing on \_\_\_\_\_ of the years \_\_\_\_\_ through \_\_\_\_\_, inclusive, with CUSIP #'s \_\_\_\_\_ (collectively, the "Insured Bonds"). The Policy guarantees the scheduled payment of principal of and interest on the Insured Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

**3. CERTIFICATES OR NOTES:**

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

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**TO BE PRINTED ON THE INSIDE COVER OF OFFICIAL STATEMENT  
AS PART OF THE DISCLAIMER STATEMENT:**

Build America Mutual Assurance Company ("BAM") makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "Bond Insurance" and "Exhibit \_\_ - Specimen Municipal Bond Insurance Policy".

**EXHIBIT 3**

**Specimen Municipal Bond Insurance Policy**





## MUNICIPAL BOND INSURANCE POLICY

ISSUER: [NAME OF ISSUER]

Policy No: \_\_\_\_\_

MEMBER: [NAME OF MEMBER]

BONDS: \$ \_\_\_\_\_ in aggregate principal  
amount of [NAME OF TRANSACTION]  
[and maturing on]

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

Risk Premium: \$ \_\_\_\_\_

Member Surplus Contribution: \$ \_\_\_\_\_

Total Insurance Payment: \$ \_\_\_\_\_

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: \_\_\_\_\_  
Authorized Officer

**Notices (Unless Otherwise Specified by BAM)**

Email:

[claims@buildamerica.com](mailto:claims@buildamerica.com)

Address:

200 Liberty Street, 27th floor

New York, New York 10281

Telecopy:

212-962-1524 (attention: Claims)

SPECIMEN

STATEMENT OF INSURANCE  
(Language for the Bond Form)

*This form is not to be included in the Official Statement.*

The Bonds shall bear a Statement of Insurance in the following form.

The following language should be used when insuring

**1. THE ENTIRE ISSUE:**

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the [Resolution/Ordinance/Indenture] or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

**2. CAPITAL APPRECIATION BONDS:**

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, as [paying agent for the Bonds (the "Paying Agent")] as trustee for the Bonds (the "Trustee"). Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the [Resolution/Ordinance/Indenture] or this Bond, BAM shall be deemed to be the sole



owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

**3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):**

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bonds maturing on \_\_\_\_\_ of the years \_\_\_\_\_ through \_\_\_\_\_, inclusive (the "Insured Bonds"), to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the [Resolution/Ordinance/Indenture] or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

**4. CERTIFICATES OR NOTES:**

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

**PROCEDURES FOR PREMIUM PAYMENT  
TO BAM**

***This form is not to be included in the Official Statement.***

BAM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

**Upon determination of the final debt service schedule, email or fax such schedule to the appropriate BAM Underwriter**

Shelby San Vicente  
Phone No.: 213-297-8002  
Email: ssanvicente@buildamerica.com

**Confirm with the individual in our underwriting department that you are in agreement with respect to par and premium on the transaction prior to the closing date.**

Payment Date:            Date of Delivery of the Insured Bonds.

Method of Payment: Wire transfer of Federal Funds.

**Wire Transfer Instructions:**

<b>Bank:</b>	JPMorgan Chase
<b>ABA#:</b>	021000021
<b>Acct. Name:</b>	Build America Mutual Assurance Company
<b>Account No.:</b>	80001613703
<b>Policy No.:</b>	@@POLICY_NO@@ - (Include in OBI Field)

**CONFIRMATION OF PREMIUM**

BAM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated to the Closing Coordinator on the closing date:

Yanique Graham	(212) 235-2569
Patrice James	(212) 235-2559
Claudette Littlejohn	(212) 235-2572
Robert Metcalfe	(212) 235-2551
Nolan Miller	(212) 235-2511
Neah Williams	(212) 235-2535

**EXHIBIT C**

**BAM LEGAL OPINION AND CERTIFICATE**

[CLOSING DATE]

[ADDRESSEES (ISSUER, UNDERWRITER AND TRUSTEE)]

Re: Municipal Bond Insurance Policy No. [POLICY NO.] With Respect to  
\$\_\_\_\_\_ [Name of Issuer] (the "Issuer")  
\_\_\_\_\_ Bonds, Series \_\_\_\_\_ (the "Bonds")

Ladies and Gentlemen:

I am Counsel of Build America Mutual Assurance Company, a New York mutual insurance company ("BAM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by BAM of its above-referenced policy (the "Policy"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. BAM is a mutual insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.
2. The Policy has been duly authorized, executed and delivered by BAM.
3. The Policy constitutes the valid and binding obligation of BAM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of BAM and to the application of general principles of equity.
4. The issuance of the Policy qualifies [the Issuer] as a member of BAM until [the Bonds] are no longer outstanding. As a member of BAM, [the Issuer] is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law. The Policy is non-assessable and creates no contingent mutual liability.

In addition, please be advised that I have reviewed the description of the Policy under the caption "BOND INSURANCE" in the official statement relating to the above-referenced Bonds dated [DATE] (the "Official Statement"). There has not come to my attention any information which would cause me to believe that the description of the Policy referred to above, as of the date of the Official Statement or as of the date of



this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that I express no opinion with respect to any information contained in, or omitted from, "the Official Statement".

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

This letter and the legal opinions herein are intended for the information solely of the addressee hereof and solely for the purposes of the transactions described in the Official Statement and are not to be relied upon by any other person or entity (including, without limitation, any person or entity that acquires bonds from an addressee of this letter.) I do not undertake to advise you of matters that may come to my attention subsequent to the date hereof that may affect the conclusions expressed herein.

Very truly yours,

**DISCLOSURE, NO DEFAULT AND TAX CERTIFICATE OF  
BUILD AMERICA MUTUAL ASSURANCE COMPANY**

The undersigned hereby certifies on behalf of BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), in connection with the issuance by BAM of its Policy No. [POLICY NO.] (the "Policy") in respect of the [\$AMOUNT] [NAME OF TRANSACTION] (the "Bonds") that:

(i) The information set forth under the caption "BOND INSURANCE-BUILD AMERICA MUTUAL ASSURANCE COMPANY" in the official statement dated [DATE], relating to the Bonds (the "Official Statement") is true and correct;

(ii) BAM is not currently in default nor has BAM ever been in default under any policy or obligation guaranteeing the payment of principal of or interest on an obligation;

(iii) The Policy is an unconditional and recourse obligation of BAM (enforceable by or on behalf of the holders of the Bonds) to pay the scheduled principal of and interest on the Bonds when due in the event of Nonpayment by the Issuer (as set forth in the Policy);

(iv) The insurance payment (inclusive of the sum of the Risk Premium and the Member Surplus Contribution) (the "Insurance Payment") is solely a charge for the transfer of credit risk and was determined in arm's length negotiations and is required to be paid to BAM as a condition to the issuance of the Policy;

(v) BAM will, for federal income tax purposes, treat the Insurance Payment as solely in consideration for the insurance risk it assumes in the Policy and not as consideration for an investment in BAM or its assets;

(vi) No portion of such Insurance Payment represents an indirect payment of costs of issuance, including rating agency fees, other than fees paid by BAM to maintain its rating, which, together with all other overhead expenses of BAM, are taken into account in the formulation of its rate structure, or for the provision of additional services by BAM, or represents a direct or indirect payment for any goods or services provided to the Issuer (including the right to receive a dividend), or the direct or indirect payment for a cost, risk or other element that is not customarily borne by insurers of tax-exempt bonds (in transactions in which the guarantor has no involvement other than as a guarantor);

(vii) BAM is not providing any services in connection with the Bonds other than providing the Policy, and except for the Insurance Payment, BAM will not use any portion of the Bond proceeds;

(viii) Except for payments under the Policy in the case of Nonpayment by the Issuer, there is no obligation to pay any amount of principal or interest on the Bonds by BAM;

(ix) (a) BAM has not paid any dividends to date, (b) BAM's Board of Directors has resolved that BAM's priorities for surplus, as it accumulates, will be to preserve capital strength and claims paying resources for the benefit of its members and secondarily to

return value by reducing premiums charged for its insurance, and (c) BAM has no current expectation that any dividends will be paid;

(x) BAM does not expect that a claim or any other payment will be made on or with respect to the Policy or by BAM to the Issuer; and

(xi) Neither the Issuer nor any other Obligor is entitled to a refund of the Insurance Payment for the Policy in the event a Bond is retired before the final maturity date.

BAM makes no representation as to the nature of the interest to be paid on the Bonds or the treatment of the Policy under Section 1.148-4(f) of the Income Tax Regulations.

BUILD AMERICA MUTUAL  
ASSURANCE COMPANY

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Authorized Officer

Dated: [CLOSING DATE]

CERTIFICATE

STATE OF IOWA

)

) SS

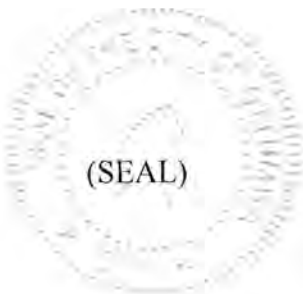
COUNTY OF WAPELLO

)

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

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

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





**City of Ottumwa  
Proposed 2024 Bond Projects**

1/23/24

Department	Proposed Project	Project Summary	Estimated Cost	2024 GO Bond	Finance Note
Building/Code	Demolition Program	Fund the demolition of derelict properties	\$ 893,200	\$ 893,200	Fund 151; Est cost is for FY25 and FY26
Building/Code	Downtown Development Grants	Funding for the Façade Program, White Box Program, Commercial Paint Program, Roof Program, Restaurant Equipment Program, Interest Buy Down Program	\$ 290,000	\$ 290,000	Fund 151
Bridgeview	LED Video Boards/Signage	Purchase and installation of 2 LED signs	\$ 185,000	\$ 185,000	Fund 313
Bridgeview	Roof Repairs	Repair roof membrane in select areas	\$ 40,000	\$ 40,000	Fund 313
Bridgeview	Combination Oven	Purchase oven/steamer in one due to current steamer not working well	\$ 60,000	\$ 60,000	Fund 313
Bridgeview	Theater Improvements	Equipment, accessories for the stage, dressing rooms fo local events, symphonies	\$ 45,000	\$ 45,000	Fund 313
Bridgeview	Exterior Waterproofing/Access	Recaulk masonry joints, roof parapet, and finish roof ladder access	\$ 75,000	\$ 75,000	Fund 313
Bridgeview	Ramp/Stairs Replacement Loading Dock	Current ramp/stairs are deteriorating and need to be replaced	\$ 30,000	\$ 15,000	Fund 313; BVC will contribute \$15,000
Cemetery	Office & Maintenance Building	Construction of a new facility	\$ 2,100,000	\$ 1,875,000	Fund 151; Building design complete (see fund 151)
Cemetery	Ottumwa Cemetery Paving	Paving 1/2 mile of roads in Ottumwa Cemetery	\$ 50,000	\$ 50,000	Fund 151
Finance	New Financial Software	Implementation of new software	\$ 250,000	\$ 105,875	Fund 151
Fire	Flooring Replacement	1300 sq ft of LVP, installation at South Fire Station	\$ 10,000	\$ 10,000	Fund 151
IT	Replace Backup Server	Includes server, software, licensing and backup tapes	\$ 32,500	\$ 32,500	Fund 151
IT	MCG Fiber & Network Equipment	Install dark fiber connection to all City facilities	\$ 605,000	\$ 183,000	Fund 151; non-enterprise funds only for borrowing

**City of Ottumwa  
Proposed 2024 Bond Projects**

1/23/24

IT	Replacement of 2 Servers	Relacement due to end of life and consolidated in new configuration	\$ 155,000	\$ 155,000	Fund 151
IT	2 New Tier 2 SAN Appliances	Purchase equipment for Tier 2 storage for data storage of required but infrequently accessed items	\$ 19,500	\$ 19,500	Fund 151
Parks	Tennis Court Lighting	Lighting for multiple tennis courts at Ottumwa and Troeger Parks	\$ 20,000	\$ 20,000	Fund 309
Police	5 Public Safety Cameras & Access Point Replacement	Replace existing cameras installed in 2012 as well as 2 access points in the system that are 10 yrs old	\$ 13,350	\$ 13,350	Fund 151
Police	3 Drones and Accessories	Purchase 3 drones for departmental use	\$ 19,500	\$ 19,500	Fund 151
Police	6 Motoshot Birdirectional Turning Target Standards	Improvement at open air range	\$ 15,500	\$ 15,500	Fund 151
Police	Taser 10 Implementation	Multi-year expense to replace existing tasers reaching useful life (5 years), implement new training with new equipment	\$162,000 over 5 years	\$ 72,900	Fund 151; \$72,900 is for FY25 & 26
Engineering	Levee Improvement	BNSF closure resulting in levee work	\$ 1,300,000	\$ 1,300,000	Fund 311
Fleet- Police	Vehicle Replacement #421, 437	Replace 2 cars FY25; Replace 4 cars FY26	\$ 270,000	\$ 270,000	Fund 310; amount for FY25 & FY26
Fleet- Fire	Vehicle Replacement #308	Replace Fire Engine	\$ 900,000	\$ 900,000	Fund 310; purchase agreement approved on 1/16/24
Fleet- HazMat	Vehicle Replacement #313	Replace Pickup	\$ 65,000	\$ 65,000	Fund 310

**Total Capital Requests    \$ 7,443,550    \$ 6,710,325**

## SOURCES AND USES OF FUNDS

### Ottumwa, Iowa General Obligation Capital Loan Notes, Series 2024 (New Money Projects)

Dated Date	08/15/2024
Delivery Date	08/15/2024

#### Sources:

Bond Proceeds:	
Par Amount	6,540,000.00
Premium	302,613.30
	6,842,613.30

#### Uses:

Project Fund Deposits:	
Capital Improvement Projects	6,711,340.70
Delivery Date Expenses:	
Cost of Issuance	48,800.00
Underwriter's Discount:	
Underwriter's Discount (Est)	58,860.00
Other Delivery Date Expenses:	
Insurance Premium - Issuer Pay	23,612.60
	6,842,613.30

#### Notes:

Final Results  
Callable: 6/1/2031  
Insurance: BAM

## BOND PRICING

Ottumwa, Iowa  
General Obligation Capital Loan Notes, Series 2024  
(New Money Projects)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Principal Cost
Serial Bond:										
	06/01/2025	50,000	5.000%	3.450%	101.199				599.50	50,599.50
	06/01/2026	50,000	5.000%	3.350%	102.845				1,422.50	51,422.50
	06/01/2027	50,000	5.000%	3.300%	104.497				2,248.50	52,248.50
	06/01/2028	50,000	5.000%	3.350%	105.828				2,914.00	52,914.00
	06/01/2029	740,000	5.000%	3.350%	107.247				53,627.80	793,627.80
	06/01/2030	700,000	5.000%	3.380%	108.455				59,185.00	759,185.00
	06/01/2031	700,000	5.000%	3.400%	109.629				67,403.00	767,403.00
	06/01/2032	700,000	4.000%	3.450%	103.301 C	3.512%	06/01/2031	100.000	23,107.00	723,107.00
	06/01/2033	700,000	4.000%	3.450%	103.301 C	3.559%	06/01/2031	100.000	23,107.00	723,107.00
	06/01/2034	700,000	4.000%	3.500%	102.996 C	3.633%	06/01/2031	100.000	20,972.00	720,972.00
	06/01/2035	700,000	4.000%	3.550%	102.691 C	3.695%	06/01/2031	100.000	18,837.00	718,837.00
	06/01/2036	700,000	4.000%	3.600%	102.387 C	3.747%	06/01/2031	100.000	16,709.00	716,709.00
	06/01/2037	700,000	4.000%	3.700%	101.783 C	3.822%	06/01/2031	100.000	12,481.00	712,481.00
6,540,000									302,613.30	6,842,613.30

Dated Date	08/15/2024	
Delivery Date	08/15/2024	
First Coupon	12/01/2024	
Par Amount	6,540,000.00	
Premium	302,613.30	
Production	6,842,613.30	104.627115%
Underwriter's Discount	-58,860.00	-0.900000%
Purchase Price	6,783,753.30	103.727115%
Accrued Interest		
Net Proceeds	6,783,753.30	

Notes:  
Final Results  
Callable: 6/1/2031  
Insurance: BAM



**BOND SUMMARY STATISTICS**

Ottumwa, Iowa  
General Obligation Capital Loan Notes, Series 2024  
(New Money Projects)

Dated Date	08/15/2024
Delivery Date	08/15/2024
First Coupon	12/01/2024
Last Maturity	06/01/2037
Arbitrage Yield	3.553348%
True Interest Cost (TIC)	3.725015%
Net Interest Cost (NIC)	3.793842%
All-In TIC	3.877404%
Average Coupon	4.228683%
Average Life (years)	8.571
Duration of Issue (years)	7.185
Par Amount	6,540,000.00
Bond Proceeds	6,842,613.30
Total Interest	2,370,416.67
Net Interest	2,126,663.37
Bond Years from Dated Date	56,055,666.67
Bond Years from Delivery Date	56,055,666.67
Total Debt Service	8,910,416.67
Maximum Annual Debt Service	1,015,000.00
Average Annual Debt Service	696,428.57
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	9.000000
Total Underwriter's Discount	9.000000
Bid Price	103.727115

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	6,540,000.00	104.627	4.22868339%	8.571	3,766.40
	6,540,000.00			8.571	3,766.40

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,540,000.00	6,540,000.00	6,540,000.00
+ Accrued Interest			
+ Premium (Discount)	302,613.30	302,613.30	302,613.30
- Underwriter's Discount	-58,860.00	-58,860.00	
- Cost of Issuance Expense		-48,800.00	
- Other Amounts		-23,612.60	-23,612.60
Target Value	6,783,753.30	6,711,340.70	6,819,000.70
Target Date	08/15/2024	08/15/2024	08/15/2024
Yield	3.725015%	3.877404%	3.553348%

## Notes:

Final Results

Callable: 6/1/2031

Insurance: BAM

# DISTRIBUTION LIST

## City of Ottumwa, Iowa

\$6,540,000 – General Obligation Capital Loan Notes, Series 2024

Closing 8/15/24

Moody's "A1" rated

<p><b>Issuer</b></p> <p>City of Ottumwa 105 E. Third St. Ottumwa, IA 52501</p> <p>641/683-0613 fax</p> <p>Cole O'Donnell, Finance Director 641/683-0622 <a href="mailto:odonnellc@ottumwa.us">odonnellc@ottumwa.us</a></p> <p>Chris Reinhard, City Clerk 641/683-0620 <a href="mailto:reinhardc@ottumwa.us">reinhardc@ottumwa.us</a></p>	<p><b>Registrar &amp; Paying Agent</b></p> <p>UMB Bank, NA 7155 Lake Dr. Suite 120 West Des Moines, IA 50266</p> <p>FAST Close ID #50051</p> <p>Diana VanVleet 515/245-2951 <a href="mailto:Diana.VanVleet@umb.com">Diana.VanVleet@umb.com</a></p>	<p><b>Bond Counsel</b></p> <p>Ahlers &amp; Cooney, P.C. 100 Court Avenue, Suite 600 Des Moines, IA 50309</p> <p>515/243-2149 fax</p> <p>Kristin Billingsley Cooper, Esq. 515/246-0330 <a href="mailto:KCooper@ahlerslaw.com">KCooper@ahlerslaw.com</a></p> <p>Susan Ball 515/246-4410 <a href="mailto:sball@ahlerslaw.com">sball@ahlerslaw.com</a></p>
<p><b>Underwriter (Banking Team)</b></p> <p>Piper Sandler &amp; Co. 3900 Ingersoll Avenue, Suite 110 Des Moines, IA 50312</p> <p>515/247-2352 fax</p> <p>Tim Oswald, Managing Director 515/247-2358 <a href="mailto:timothy.oswald@psc.com">timothy.oswald@psc.com</a></p> <p>William Braverman, Associate 515/247-2344 <a href="mailto:William.braverman@psc.com">William.braverman@psc.com</a></p> <p>Deb Harmsen, Senior Inv Banking Asst 515/247-2355 <a href="mailto:debra.harmsen@psc.com">debra.harmsen@psc.com</a></p>	<p><b>Underwriter (Closing Team)</b></p> <p>Piper Sandler &amp; Co. 800 Nicollet Mall, Ste 1300 Minneapolis, MN 55402-7020</p> <p>Firm Accounting (money wires) Michael Keis J09SFA 612/303-6684 <a href="mailto:Michael.keis@psc.com">Michael.keis@psc.com</a></p> <p>Trade Operations (DTC closing) Sarah Miles J12SOP 612/303-7005 612/303-6965 fax <a href="mailto:sarah.miles@psc.com">sarah.miles@psc.com</a></p>	<p><b>Bond Insurance</b></p> <p>Build America Mutual 200 Liberty Street, 27<sup>th</sup> floor New York, NY 10281</p> <p>Neah Williams, Closing Coordinator <a href="mailto:nwilliams@buildamerica.com">nwilliams@buildamerica.com</a> 212/235-2535</p>

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

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

Council Meeting of : Jul 16, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 160-2024: A Resolution Approving and Authorizing Execution of a First Amendment to the Purchase and Development Agreement by and between the City of Ottumwa and Twentyone Properties, LLC

\*\*\*\*\*

☐

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

RECOMMENDATION: Pass and adopt Resolution No. 160-2024.

DISCUSSION: On May 21, 2024, the City entered into a Purchase and Development Agreement with Twentyone Properties, LLC which included a purchase option for the developer to purchase up to 30 city-owned vacant lots for infill residential development and a Workforce Housing Tax Credit project. One of those parcels was 1035 W Third. A local buyer has come forward with interest in the lot. Staff contacted Kading Properties/Twentyone

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

Properties about the lot and they have agreed to release their option to purchase 1035 W Third so that this local developer has the opportunity to acquire the lot. This amendment removes 1035 W Third from the available lots and makes no other changes to the agreement.



## **ITEM TO INCLUDE ON AGENDA**

### **CITY OF OTTUMWA, IOWA**

July 16, 2024

5:30 P.M.

- Resolution approving and authorizing execution of a First Amendment to the Purchase and Development Agreement by and between the City of Ottumwa and Twentyone Properties, L.L.C.

## **IMPORTANT INFORMATION**

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

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

July 16, 2024

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, in 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 Caviness introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE PURCHASE AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND TWENTYONE PROPERTIES, L.L.C.", and moved:

- ☒ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at this place.

Council Member Hoffman seconded the motion. The roll was called, and the vote was:

AYES: Galloway, Hoffman, McAntire, Caviness, Bossou

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

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 160-2024

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A FIRST AMENDMENT TO THE PURCHASE  
AND DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF OTTUMWA AND TWENTYONE PROPERTIES,  
L.L.C.

WHEREAS, the City of Ottumwa, Iowa ("City") and Twentyone Properties, L.L.C. ("Developer") have previously entered into a Purchase and Development Agreement dated May 21, 2024 ("Agreement"); and

WHEREAS, pursuant to the Agreement, the City agreed to sell up to 30 City-owned lots to Developer (the "Available Lots") and the Developer agreed to construct workforce housing units on the lots that it purchased; and

WHEREAS, the City and Developer desire to amend the Agreement pursuant to a proposed First Amendment (the "Amendment") to remove one of the Available Lots described in the Agreement from the terms of the Agreement; and

WHEREAS, the Council has determined that the Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and, further, that the Amendment and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Iowa Code Chapter 15A, taking into account any or all of the factors set forth in Chapter 15A, including that:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

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

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

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

  
\_\_\_\_\_  
Mayor

ATTEST:

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



CERTIFICATE

STATE OF IOWA

)


) SS

COUNTY OF WAPELLO

)

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

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

  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

02373516\10981-1053

**FIRST AMENDMENT  
TO  
PURCHASE AND DEVELOPMENT AGREEMENT**

This First Amendment (the “**Amendment**”) to that certain Purchase and Development Agreement dated as of May 21, 2024 (the “**Agreement**”) entered into by and between the City of Ottumwa, Iowa, a municipality (the “**City**”) and Twentyone Properties, L.L.C., an Iowa limited liability company (the “**Developer**”), is made on or as of \_\_\_\_\_, 2024.

WHEREAS, the City and the Developer desire to remove one of the 30 Available Lots described in the Agreement from the terms of the Agreement, as further described in this Amendment.

NOW, THEREFORE, in consideration of the terms, covenants, warranties and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, mutually agree to amend the Agreement as follows:

Section 1.     Removal of 1035 W. Third from Available Lots. The real property located at 1035 W. Third, Ottumwa, Iowa is hereby removed from the list of Available Lots. To reflect this change, the list of Available Lots that was included in Exhibit A attached to the Agreement is hereby replaced with the revised Exhibit A that is attached to this Amendment.

Section 2.     Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement.

Section 3.     No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Agreement shall remain in full force and effect and are hereby in all respects ratified and affirmed.

Section 4.     Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.

IN WITNESS WHEREOF, the City of Ottumwa, Iowa has caused this Amendment to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Amendment to be duly executed in its name and on its behalf by the officer(s) indicated below, on or as of the dates set forth below.

*[Signature pages follow]*

(SEAL)

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_  
Richard Johnson, Mayor

ATTEST:

By: \_\_\_\_\_  
Christina Reinhard, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF WAPELLO        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public in and for said State, personally appeared Richard Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

TWENTYONE PROPERTIES, L.L.C.  
an Iowa limited liability company

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

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

Its: \_\_\_\_\_

STATE OF IOWA            )  
                                      ) SS  
COUNTY OF \_\_\_\_\_ )

      This   record   acknowledged   before   me   on   \_\_\_\_\_,   2024   by  
\_\_\_\_\_ as the \_\_\_\_\_ of Twentyone Properties, L.L.C.

\_\_\_\_\_  
Notary Public in and for said state

My commission expires: \_\_\_\_\_



**EXHIBIT A**  
**LOTS INCLUDED IN THE "PROPERTY"**  
(as revised by First Amendment to Agreement)

1. 724 Norris
2. 1731 Mable
3. Wapello County Tax Parcel No. 7411000048020
4. 1726 Mable
5. Wapello County Tax Parcel No. 7411000059000
6. 1736 Mable
7. 1744 Mable
8. 1810 E Main
9. 2202 E Main
10. 2102 E Main
11. 621 S Sheridan
12. 610 Spring (and Parcel 007411170007000)
13. 512 Grant St.
14. 514 Grant St.
15. Wapello County Tax Parcel No. 7411170012000
16. Wapello County Tax Parcel No. 7411170013000
17. Wapello County Tax Parcel No. 7411170014000
18. Wapello County Tax Parcel No. 7411170015000
19. 201 S Van Buren
20. 507 N Wapello
21. 813 Lee
22. 817 Lee
23. 319 W Fifth
24. 1010 E Fourth
25. 315 N Ash
26. 204 S Van Buren
27. 435 N Jefferson
28. 222 Grand
29. 817 West

02373457\10981-1053

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

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

Council Meeting of: Jul 16, 2024

Park & Recreation  
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #161-2024. Approve Change Order #2 for the Legacy Fields Soccer Complex Project

\*\*\*\*\*

☐

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

RECOMMENDATION: Pass and Adopt Resolution # 161-2024

DISCUSSION: On December 19, 2023, the City of Ottumwa entered into a contract with Bi-State Contracting of West Burlington, Iowa to build 3 soccer fields in Central Addition Park for a cost of \$3,048,138. Change order #1 reduced the cost of the project by \$220,313.42, to \$2,827,824.60. Changer order #2 will increase the cost of the project by \$16,100 to a new contract amount of \$2,843,924.60. Change order #2 will involve increasing the size of the water line that feeds the soccer complex restroom building and irrigation system from a 2 inch diameter line to a 3 inch diameter line. Change order #2 is attached.

Source of Funds: Ottumwa Regional Legacy Foundation

Budgeted Item:

☐

Budget Amendment Needed: No

RESOLUTION # 161-2024

A RESOLUTION APPROVING CHANGE ORDER #2 FOR THE LEGACY FIELDS SOCCER COMPLEX  
PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Bi-State Construction of West Burlington, Iowa on December 19, 2023; and


WHEREAS, Change order #2 increases the contract amount by \$16,100, resulting in a new contract sum of \$2,843,924.60; and

WHEREAS, The City of Ottumwa and The Ottumwa Regional Legacy Foundation desires to provide high quality soccer fields for the citizens of Ottumwa.

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

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

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

ADDITIONAL WORK AUTHORIZATION  
FOR

**BI-STATE**  
CONTRACTING, INC.

110 Washington Road  
West Burlington, Iowa 52655

CHANGE ORDER REQUEST # <b>2</b>	DATE <b>July 7, 2024</b>
CUSTOMER NAME <b>City of Ottumwa</b>	
CITY <b>Ottumwa</b>	STATE/ZIP <b>IOWA/52501</b>

JOB NAME <b>Greater Ottumwa Soccer Complex</b>	LOCATION <b>Ottumwa, IA</b>
JOB/CONTRACT # <b>7064</b>	DATE <b>September 14, 2023</b>

We hereby submit the following specifically described additional work:

**Water Line to be 3" in lieu of 2"**

**Site**

Run 3" service instead of 2" and a larger tap in water main.

**\$3,340.00**

**Plumbing**

Includes deduct for 2" RPZ (2x) and Meters. New RPZ (2x) to be Watts 957-FS per email from Adam Puls (ISG) dated 7.8.24.

**\$10,380.00**

**This will add 0 calendar days to the contract.**

**Profit/ Overhead (15%)**

**\$2,058.00**

**Bond (2% of total cost)**

**\$322.00**

ADDITIONAL CHARGE FOR ABOVE DESCRIBED WORK IS: \$ **\$16,100.00** Dollars  
with payments to be made as follows: **In accordance with existing contract**

ATTACHMENTS:  
FILE:

Additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

We propose hereby to furnish material and labor - complete in accordance with these specifications at the stated price.

Respectfully submitted:

*Adam J. Jurek*

**7.10.24**

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: **7/16/24** Signature: *Richard W. Johnson*



# Change Order Request

DATE

6/25/2024

NAME / ADDRESS

Bi-State Contracting  
 110 N. Washington Rd  
 West Burlington, IA 52655  
 Fax:319-752-2041  
 Attn: Mike Jackson

		PROJECT	Request #	Requested by:	
		Soccer Complex Ott...	PR-002		
DESCRIPTION	QTY	U/M	Rate	TOTAL	
Ottumwa Soccer Complex Water Service Line Size Changes  Increase size of water service line from 2" to 3" Bid			3,340.00	3,340.00	
			(7.0%)	\$0.00	
			<b>TOTAL</b>	<b>\$3,340.00</b>	

Acceptance of Change Order: the above prices, specifications and conditions are satisfactory. You are authorized to do the work as specified.  
 Payment will be made as outlined above.

ACCEPTED BY(customer signature) \_\_\_\_\_ DATE \_\_\_\_\_

7/8/24

Sam Blasberg  
Evergreen Plumbing LLC  
[Samblasb@gmail.com](mailto:Samblasb@gmail.com)  
319.210.9832



### Greater Ottumwa Soccer Complex PR 2

#### Original Scope:

Furnish and install 2" domestic/irrigation cold water line to include PVF, two (2) backflow preventors, and meters.

Material: \$2,700

Labor: \$720

Total deduct of: (\$3,420)

#### New Scope:

Furnish and install 3" domestic/irrigation cold water line to include PVF, ~~two (2) Zurn backflow preventors~~, and meters.

Material: \$14,450

Labor: \$1,350

~~Total add of: \$15,800~~

\$15,800

-3,420

-2,000

\$10,380

#### Alt 1:

Furnish and install two (2) Watts 957 backflow preventers as alternative to scheduled Zurn 375.

Please deduct \$2,000



## Citizen Input Request Form

7.16.24  
Council Meeting Date

Name: MITCH NILES

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

Item No. to Address: \_\_\_\_\_  
(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:

PUBLIC COMMENT  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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.