

TENTATIVE AGENDA OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 26 Bridge View Center, 102 Church St.

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

# PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Hoffman, McAntire, Caviness, Bossou, Galloway and Mayor Johnson.

## B. CONSENT AGENDA:

- Minutes from Special Work Session No. 24 on July 15, 2024 and Regular Meeting No. 25 on July 16, 2024 as presented.
- 2. Acknowledge and approve August 6, 2024 Claims List as submitted by the Finance Department.
- Approve appointment of Carson Chestnut to the Human Rights Commission, term to expire 7/1/2028; and reappointments of Dr. Peter Reiter and Jacquelyn Pope to the Human Rights Commission, terms to expire 7/1/2028.
- 4. Civil Service Eligibility Lists for July 24, 2024: Communications Specialist (Dispatch) Entrance.
- Approve the purchase of a 2025 Polaris Ranger from RJ Powersports, Ottumwa, Iowa, in the amount of \$27,766.99 for the Sewer Department.
- 6. Approve the purchase of Air Monitor Replacement for WPCF; totaling \$53,539.
- Resolution No. 174-2024, approving the purchase of a 2024 Chevrolet Colorado 4 WD Crew Cab Pickup for the Engineering Dept.
- Beer and/or liquor applications for: Elks Ottumwa Lodge #347, 413 South Iowa Ave.; Wal-Mart Supercenter #1285, 1940 Venture Drive; Hampton Inn Ottumwa, 943 N. Quincy Ave.; US Smoke Shop #2, 508 N. Hancock Street; Owl's Nest, 116 S. Court Street, Outdoor Service Area for event on 8/10/2024; all applications pending final inspections.

# C APPROVAL OF AGENDA

# D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

## All items on this agenda are subject to discussion and/or action.

E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS: (When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed, if not directly germane as determined by the Mayor will be ruled out of order.)

# F. PUBLIC HEARING:

- This is the time, place and date set for a Public Hearing approving the plans, specifications, form
  of contract and estimated cost for the WPCF Aeration System Improvements Project.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 176-2024, approving the plans, specifications, form of contract and estimated cost for the WPCF Aeration System Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 176-2024.

- This is the time, place and date set for a Public Hearing on proposed Ordinance No. 3233-2024, amending the Code of Ordinances by changing the zoning classification of property known as 1014 North Elm Street; (Lots 30, 31, 32 and 33 in East Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa); from R-2 Two-Family Residential District to R-4 Multifamily Residential (Medium-Density) District.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Ordinance No. 3233-2024, amending the Code of Ordinances by changing the zoning classification of property known as 1014 North Elm Street from R-2 to R-4.

RECOMMENDATION: Pass the first Consideration of Ordinance No. 3233-2024.

# G. ORDINANCES:

 Ordinance No. 3232-2024, amending Chapter 23, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Ottumwa, Iowa by adding a new Article XVI, Golf Carts, therein for the purposes of regulating the operation of golf carts within the corporate limits of the City of Ottumwa, Iowa.

RECOMMENDATION: Pass the first Consideration of Ordinance No. 3232-2024.

- H. DEPARTMENTAL, BOARD, OR COMMISSION RECOMMENDATIONS/REPORTS:
- I. RESOLUTIONS:
  - Resolution No. 162-2024, approving the quarterly budgeted fund transfers for June 30, 2024 as presented by the Finance Department.

RECOMMENDATION: Pass and adopt Resolution No. 162-2024.

 Resolution No. 163-2024, appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 163-2024.

 Resolution No. 164-2024, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$6,540,000 General Obligation Capital Loan Notes, Series 2024, and levying a tax to pay said notes; approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

RECOMMENDATION: Pass and adopt Resolution No. 164-2024.

 Resolution No. 165-2024, approving an Inter-Fund Loan from Fund 121, Local Option Sales Tax to Fund 151-432, Other Bond Projects – City Hall Project in an amount not to Exceed \$150,000.

RECOMMENDATION: Pass and adopt Resolution No. 165-2024.

 Resolution No. 166-2024, repealing Resolution No. 167-2019 and Fixing New Minimum Fines for Specific City Offenses and Violations of Sections of the Code of Ordinances of the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 166-2024.

6. Resolution No. 167-2024, approving the purchase of Computer Equipment from CDW-G in the Amount of \$143,998.88 for the VM Host & Tier 1 SAN Upgrade Project for IT 2025 CIP.

RECOMMENDATION: Pass and adopt Resolution No. 167-2024.

 Resolution No. 168-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 932 W. Third to Weston McKee for \$1,250 Asbestos abatement and \$9,000 demolition; total bid \$10,250.

RECOMMENDATION: Pass and adopt Resolution No. 168-2024.

 Resolution No. 169-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 2721 Branham to Weston McKee for \$500 Asbestos abatement and \$10,000 demolition; total bid \$10,500.

RECOMMENDATION: Pass and adopt Resolution No. 169-2024.

 Resolution No. 170-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 538 Summit to Dustan Smith (Environmental Edge) for \$4,700 Asbestos abatement and \$7,200 demolition; total bid \$11,900.

RECOMMENDATION: Pass and adopt Resolution No. 170-2024.

 Resolution No. 171-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 606 Spring Street to Weston McKee for \$8,500 Asbestos abatement and \$9,000 demolition; total bid \$17,500.

RECOMMENDATION: Pass and adopt Resolution No. 171-2024.

11. Resolution No. 172-2024, Accepting the work as final and complete and approving the Final Pay Request for the Richmond Avenue Pump Station Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 172-2024.

12. Resolution No. 173-2024, Accepting the work as final and complete and approving the Final Pay Request for the Bridge View Hotel Parking Lot Extension Project.

RECOMMENDATION: Pass and adopt Resolution No. 173-2024.

13. Resolution No. 175-2024, Approving 2024 RFP#2 – James Street Emergency Sewer Repair and authorizing the Mayor to sign.

RECOMMENDATION: Pass and adopt Resolution No. 175-2024.

 Resolution No. 177-2024, Approving Change Requests #4 and #9 for the City Hall Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 177-2024.

15. Resolution No. 178-2024, Approving the Second Amendment to Professional Services Agreement for engineering services between the City of Ottumwa and Veenstra & Kimm, Inc. for the Blake's Branch, Phase 8, Division II Sewer Separation Project.

RECOMMENDATION: Pass and adopt Resolution No. 178-2024.

## 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:

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

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



# FAX COVER SHEET

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ТО:	News Media		CO:		
FAX NO:_					
FROM:	Sherrie Jones				
FAX NO:	641-683-0613		PHONE NO	:641-683-06	00
	5:30 P.M. at Brid	dge View Ce	enter, 102 Churc	n St.	

3/02/2024 FRI 10:16			iR-ADV C5550 III		Ø00
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OTTUMWA

# FAX COVER SHEET

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ТО:	News Media	CO:_		
FAX NO:_				
FROM:	Sherrie Jones			
FAX NO:	641-683-0613	PHONE NO	D:641-683-0600	
MEMO: _	Tentative Agenda for	• the Regular Meeting #	#26 to be held on 8/6/2	24 at
	5:30 P.M. at Bridge	View Center, 102 Chur	ch St.	

# OTTUMWA CITY COUNCIL MINUTES

# SPECIAL WORK SESSION NO. 24 Room 8B – Depot Conference Room

July 15, 2024 5:30 O'Clock P.M.

The meeting was called to order at 5:31 P.M.

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

Galloway moved, seconded by Bossou to enter closed session in accordance with IA Code Section 21.5(1)(a). To review or discuss records which are required or authorized by state or federal law to be kept confidential or to be kept confidential as a condition for that governmental body's possession or continued receipt of federal funds. All ayes.

The mtg. entered closed session at 5:33 P.M.

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McAntire moved, seconded by Hoffman to return to open session at 6:38 P.M. All ayes.

Caviness moved, seconded by Hoffman to approve Agenda as presented. All ayes.

Cont. discussion regarding contract with McMahon Associates, Inc. for Professional Consulting Services for Fire Dept. City Admin. Rath provided addt'l info for council; McMahon can provide admin. services to the dept. compiling policies and procedures for operation, mentoring, examine staffing levels, equipment needs, etc. Cost \$10-13,000 per month, for approx. 5-8 months; plan to be on-site 4-5 days per month but available through other means when not here. Much discussion was had. Some concerns: Consolidation – will not support anything that recommends consolidation; Cost is too high; Are there other companies that provide same service – why didn't it go out for bids?; can we re-post Fire Chief position?; we keep walking around multiple issues - we know the dept. needs to grow; they need help getting things in order; what is our action plan; what is the next step if we don't approve this?

Rath to reach out to McMahon Associates, Inc. and request revised scope of services along with new price point (if available). Will continue to carry item on the TABLE until council is prepared to vote.

Discussion regarding draft ord. for golf cart regulations on auth. streets within the City. Council members request some changes: definition of a bridge needs included; increase speed limit from 25 to 30 MPH. Are there any benefits of this Ord.? Allowing golf carts on City streets lacks in safety and doesn't provide any extra funding to us. Rath will consult with legal-implement changes discussed and present in August.

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

Adjournment was at 7:56 P.M.

ATTEST.

Christina Reinhard, CMC, City Clerk

Published in Ottumwa Courier on 7/27/2024.

CITY OF OTTUMWA, IOWA Richard W. Johnson, Mayor

Item No. B-1.

# OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 25 Bridge View Center, 102 Church St. July 16, 2024 5:30 O'Clock P.M.

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

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

Caviness moved, seconded by Bossou to approve consent agenda items: Mins. from Regular Mtg. No. 23 on July 2, 2024 as presented; Ack. and approve July 16, 2024 Claims List submitted by Finance; Approve purchase of Utility Locator for Electrical Dept. (total \$13,659.26); Approve purchase of two 2 ½ Ton Trucks from O'Halloran International (total \$227,021/ea); Approve purchase of half-ton pickup with Amber Strobe Lights & Inverter from Karl Chevrolet for Traffic Dept. (total \$41,488.20); Res. No. 159-2024, auth. destruction of certain records according to Code of Iowa 2017, as amended; Beer and/or liquor applications for: Happy Joe's Pizza, 315 Church Street; with Temp. OSA, all applications pending final inspections. All ayes.

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

City Admin. introduced Jacquelyn Pope & John Fenner to provide bi-annual rpt. from Human Rights Comm.

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

This was the time, place and date set for a Public Hearing on disposition of City owned property located at 109 E. Woodland Ave. to Manny Martinez. P&Z Coord. Rusch reported. No objections rec'd. Caviness moved, seconded by McAntire to close public hearing. All ayes.

Caviness moved, seconded by McAntire that Res. No. 158-2024, accepting bid and approving disposal of 109 E. Woodland Ave. to Manny Martinez for \$35,000, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on proposed Ord. No. 3231-2024, Amending Fire Protection and Prevention Code of City of Ottumwa by Adopting Amendment Providing for Standardization of Performance Compliance Alternatives to Automatic Fire Sprinkler Systems in Certain Group R Occupancies. Comm. Dev. Dir. Simonson reported. Prior to adoption of 2021 IFC, an exemption was in place that allowed many of the downtown bldg. to continue without installing sprinklers; Ord. No. 3231-2024 will assist by bringing some items back from the exemption and not all would need to be sprinkled moving forward. If someone wants to remodel a downtown bldg. and involves a change of use, s/he would need to install sprinklers. Caviness added, we currently do not have large enough water lines in this area that are capable for the sprinkler systems; all of the streets would be ripped up. He added, I cannot give a logical vote on this item until I find out more about it. Galloway moved, seconded by Hoffman to recess the public hearing until the second mtg. in August (8/20/2024). Motion carried 4-1. Ayes: Galloway, Hoffman, McAntire, Bossou. Nays: Caviness.

Hoffman moved, seconded by McAntire that Res. No. 132-2024, approving Purchase Policies and Procedures for City of Ottumwa, be passed and adopted. All ayes.

Caviness moved, seconded by McAntire that Res. No. 150-2024, Directing Acceptance of Proposal to Purchase \$6,860,000\* (Subject to Adj.) General Obligation Capital Loan Notes, Series 2024; and

Approving the Form and Auth. Execution of a Note Purchase Agt., be passed and adopted. Finance Dir. O'Donnell reported bonds were sold today at 3.55% ave. yield. Net amt. \$6,711,340.70. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 160-2024, approving and auth. execution of First Amendment to Purchase and Development Agt. between the City and Twentyone Properties, LLC, be passed and adopted. Simonson reported this amendment releases 1035 W. Third from the properties that Twentyone Properties, LLC wishes to acquire. All ayes.

Caviness moved, seconded by McAntire that Res. No. 161-2024, approving Change Order #2 for the Legacy Fields Soccer Complex Project, be passed and adopted. Park & Rec. Dir. Rathje reported CO#2 increases contract \$16,100; new contract amt. \$2,843,924.60. All ayes.

Res. No. 147-2024 remains on the TABLE.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Mr. Niner addressed the Council.

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

Adjournment was at 6:30 P.M.

ATTEST:

CITY OF OTTUMWA, IOWA Richard W. Johnson, Mayor

Christina Reinhard, CMC, City Clerk

Published in Ottumwa Courier on 7/27/2024.

2 Page Regular Meeting No.25 7/16/2024

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

#### PAGE 1 TIME 15:39:57 USER MITCHELLK

CASH		Strong of the second	VOUCHER	INVOICE		Second Second state	TRANSACTION
CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	NUMBER.	DATE	P.O. NUMBER	VOUCHER DESCRIPTION	AMOUNT
0100	1 00166156411	Legal Fees	VR 24080202-021	04/26/2024	1.1.1.1.0	10981	5134.00
	1 00166106411	LEGAL FEES	VR 24080202-012	and the second sec		10981	863.00
	1 00166106411	LEGAL FEES	VR 24080202-011			10981	1690.00
	5 12555256411	LEGAL FEES	VR 24080202-019			10981	530.00
	1 00166106411	LEGAL FEES	VR 24080202-005			10981	6838.09
	1 15133426411	LEGAL FEES	VR 24080202-006			10981	803.70
	1 00166106411	LEGAL FEES	VR 24080202-016			10981	868.00
	1 00166106411	LEGAL FEES	VR 24080202-014			10981	164.00
	1 00166106411	LEGAL FEES	VR 24080202-009			10981	216.00
	1 00166156411	Legal Fees	VR 24080202-020			10981	9253.40
	1 00166106411	LEGAL FEES	VR 24080202-010			10981	100.00
	5 12555256411	LEGAL FEES	VR 24080202-018	05/29/2024		10981	164.00
	1 00166106411	LEGAL FEES	VR 24080202-003			10981	6765.47
	1 15133426411	LEGAL FEES	VR 24080202-004	05/28/2024		10981	1216.54
	1 00166106411	LEGAL FEES	VR 24080202-013	06/18/2024		10981	42.00
100,000,000,000	1 00166156411	Legal Fees	VR 24080202-022			10981	2803.00
	5 12555256411	LEGAL FEES	VR 24080202-022 VR 24080202-017	06/30/2024		10981	111.00
		LEGAL FEES	VR 24080202-001	06/26/2024	1 C C C C C C C C C C C C C C C C C C C	10981	6488.60
	1 00166106411 1 15133426411	LEGAL FEES	VR 24080202-002			10981	1482.95
		LEGAL FEES	VR 24080202-002 VR 24080202-015	06/20/2024		10981	148.00
1 M 1 M 1 M	1 00166106411		VR 24080202-013 VR 24080202-023			10981	605.50
	1 00166156411	Legal Fees	VR 24080202-023			10981	601.50
	1 00166156411	Legal Fees LEGAL FEES	VR 24080202-024 VR 24080205-001			CLIENT 10981 MATTER 92	570.00
	1 00166106411	LEGAL FEES	VR 24080203-001 VR 24080202-007			10981	7639.90
110000	1 00166106411		VR 24080202-008			10981	5230.90
0115	1 15133426411	LEGAL FEES	VR 24080202-008	01/22/2024		10381	5250.50
CHEC	K TOTAL FOR CHECK NUMBER	221457 DATED 08/07/2024	WRITTEN TO 00800	AHLERS &	COONEY P.C.	for the amount of	60329.55
		THAT MARE SUDDITES	100 2000000 -002	04/20/2024	1.1	604779	53.60
(* C. 7. 1.	0 67088406331	VHCL MTCE SUPPLIES VHCL MTCE SUPPLIES	VR 24080203-002 VR 24080203-001	04/30/2024		604779	264.42
0.000	0 67088406331					001/75	
CHEC	K TOTAL FOR CHECK NUMBER	221458 DATED 08/07/2024	WRITTEN TO 02080	ALTORFER	INC.	for the amount of	318.02
0100	1 00144306503	MERCHANDISE - RESALE	VR 24080203-004	07/08/2024		11969180	146.20
1, - , - , - , - , - , - , - , - , - , -	1 00144306503	MERCHANDISE - RESALE				11969180	319.96
CHEC	K TOTAL FOR CHECK NUMBER	221459 DATED 08/07/2024	WRITTEN TO 02592	AMERICAN	BOTTLING COM	PANYfor the amount of	466.16
0100	1 00155406413	PAYMENTS- OTHER ENTIT	IES VR 24080203-005	07/01/2024	1	LOCAL MATCH	6291.00
	1 00155406413	PAYMENTS- OTHER ENTIT				7/1/24-6/30/25	13530.37
CHEC	K TOTAL FOR CHECK NUMBER	221460 DATED 08/07/2024	WRITTEN TO 05368	AREA 15 R	EGIONAL PLAN	NINGfor the amount of	19821.37
0161	0 61088156507	OPERATING SUPPLIES	VR 24080203-007	06/20/2024	-	ROCHESTER BREAK	39.56
CHEC	K TOTAL FOR CHECK NUMBER	221461 DATED 08/07/2024	WRITTEN TO 05586	MIKE ASHL	OCK	for the amount of	
0100	1 00144456502	CONCESSION - RESALE	VR 24080203-009	07/10/2024		795631	470.23
OTOC		CONCESSION - RESALE	VR 24080203-010	1 T. C. K. 197 K. 199 C. 199 C.		795631	535.34
0100							
	1 00144456502 1 00144456502	CONCESSION - RESALE	VR 24080203-008	and the second se		795631	658.03

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

#### PAGE 2 TIME 15:39:57 USER MITCHELLK

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE P	.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK	TOTAL FOR CHECK NUMBER	221462 DATED 08/07/2024	WRITTEN TO 05681	ATLANTIC BO	TTLING COMP	ANYfor the amount of	1878.84
	00166256340	OFFICE/COMP. EQUIP MAJ		07/15/2024		C101198	10776.18
CHECK	TOTAL FOR CHECK NUMBER	221463 DATED 08/07/2024	WRITTEN TO 05874	AVENU		for the amount of	10776.18
	15111106727	OTHER CAPITAL EQUIPMEN		07/15/2024		112962	35995.20
100000		221464 DATED 08/07/2024			RISE, INC	for the amount of	35995.20
	30977996499	CONTRACTUAL SERVICES	VR 24080203-014			SOCCER COMPLEX	211376.30
	1		MOTOTION TO 09977	RT. STATE CC	WTRACTING T	NC.for the amount of	211376.30
CHECK	TOTAL FOR CHECK NUMBER	221465 DATED 08/07/2024					
01173	17344136520	LIBRARY MAT JAMES EST	TATEVR 24080203-013	07/10/2024		133040	47.99
	17344136520	LIBRARY MAT JAMES ES	TATEVR 24080204-001	07/22/2024	-	133040	84.99
CHECK	TOTAL FOR CHECK NUMBER	221466 DATED 08/07/2024	WRITTEN TO 09352	BLACKSTONE	PUBLISHING	for the amount of	132.98
20110		VHCL MTCE SUPPLIES	VR 24080203-017	07/05/2024		OTTCIT #227	25.00
	11022986331	VHCL MICE SUPPLIES	VR 24080203-016		-	OTTCIT #229	255.12
	11022986331	VHCL MICE SUPPLIES	VR 24080203-015			OTTCIT	22.50
	00144306331 11022986331	VHCL MTCE SUPPLIES	VR 24080209-001		-	#148	260.36
	67088406331	VHCL MTCE SUPPLIES	VR 24080205-003			#509	22.50
01010	01000400001						
CHECK	TOTAL FOR CHECK NUMBER	221467 DATED 08/07/2024	WRITTEN TO 09360	BLACK'S TIF	RE COMPANY I	LLC for the amount of	585.48
01001	00144306320	GROUNDS MAINT & REPAI	R VR 24080201-013	06/19/2024	-	118-001-7	159.99
1 m 10 m 12 m 10 m	61088156507	OPERATING SUPPLIES	VR 24080201-014	06/25/2024	-	118-001-7	3.98
	11022406504	TOOLS & SMALL EQUIP	VR 24080201-015	07/02/2024	-	118-001-7	39.98
	61088156507	OPERATING SUPPLIES	VR 24080201-016		~	118-001-7	24.99
01610	61088156507	OPERATING SUPPLIES	VR 24080201-017		-	118-001-7	-24.99
	61088156507	OPERATING SUPPLIES	VR 24080201-018		-	118-001-7	35.97
01135	13544506507	OPERATING SUPPLIES	VR 24080201-019		-	118-001-7	109.99 9.87
01110	11022106531	STREET MAINT SUPPLIES	VR 24080201-020	07/15/2024	e .	118-001-7	9.87
CHECK	TOTAL FOR CHECK NUMBER	221468 DATED 08/07/2024	WRITTEN TO 09692	BOMGAARS ST	UPPLY	for the amount of	359.78
01001	00111506507	OPERATING SUPPLIES	VR 24080203-018	07/03/2024	~	170773	23.79
CHECK	TOTAL FOR CHECK NUMBER	221469 DATED 08/07/2024	WRITTEN TO 10079	BOUND TREE	MEDICAL LL	C for the amount of	23.79
1.00	Control of School St.	INITE MEET CURDITEC	VR 24080203-020	07/19/2024		FIELD SERVICE 44510300	297.50
A	67088406331	VHCL MTCE SUPPLIES VHCL MTCE SUPPLIES	VR 24080203-020 VR 24080203-019			FIELD SERVICE	892.50
01670	67088406331	VHCL MICE SUPPLIES	VR 24080203-015	01/15/2024			
CHECH	TOTAL FOR CHECK NUMBER	221470 DATED 08/07/2024	WRITTEN TO 10233	C & C MANU	FACTURING,	LLC for the amount of	1190.00
01.077	67388436415	RENTS & LEASES	VR 24080203-027	06/30/2024	-	0082600	50.00
	67388436498	MISC CONTRACT WORK	VR 24080203-022		-	0082600	140.00
	67388436372	SANITATION	VR 24080203-021			0082600	125.00

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

#### BATCH NUMBER CHKX

#### PAGE 3 TIME 15:39:57 USER MITCHELLK

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CASH			VOUCHER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	AMOUNT
CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	NUMBER	DATE	P.O. NUMBER	VOOCHER DESCRIPTION	ANOONT
		SANITATION	VR 24080203-023	06/20/2024		0082600	125.00
the second second	67388436372	MISC CONTRACT WORK	VR 24080203-024			0082600	140.00
	67388436498		VR 24080203-024 VR 24080203-025	and the second		0082600	282.00
	67388436498	MISC CONTRACT WORK	VR 24080203-025 VR 24080203-026			0082600	272.37
01673	67388436498	MISC CONTRACT WORK	VR 24080203-026	06/25/2024		0082800	
CHECK	TOTAL FOR CHECK NUMBER	221471 DATED 08/07/2024	WRITTEN TO 11496	BRIDGE CIT	Y SANITATION	LLfor the amount of	1134.37
01001	00111506490	OTHER PROF SERV	VR 24080203-029	06/26/2024		45 FIRE TESTING	595.36
	00166156230	Training	VR 24080203-028	and the first of first state of the		45 LEADERSHIP TRAINING	1904.51
1.2.2.1.4.5						1. A	
CHECK	TOTAL FOR CHECK NUMBER	221472 DATED 08/07/2024	WRITTEN TO 11506	BRIDGE VIE	W CENTER	for the amount of	2499.87
01001	00144306480	TREE TRIMMING	VR 24080203-043	07/11/2024	1	OTTUMWA PARK	1000.00
4.00 0.00	00144306480	TREE TRIMMING	VR 24080203-041	07/09/2024	-	CAMPGROUND	600.00
	11022756480	TREE TRIMMING	VR 24080203-045	07/12/2024		caldwell	100.00
	11022756480	TREE TRIMMING	VR 24080203-044	07/13/2024		JAY ST	100.00
	00144306480	TREE TRIMMING	VR 24080203-042			JEFFERSON PARK	50.00
	30177536480	TREE TRIMMING	VR 24080203-030	and the second second second second	-	LILLIAN ST	600.00
	11022756480	TREE TRIMMING	VR 24080203-040		-	1317 CASTLE	200.00
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	00144306480	TREE TRIMMING	VR 24080203-039	Contraction of the second second second		WILDWOOD PARK	300.00
		GROUNDS MAINT & REPAIR				THE BEACH	200.00
and the second second	00144456320	<ul> <li>Reaction and a second state of the second state of th</li></ul>	VR 24080203-034		_	207 ASH ST	300.00
	11022756480	TREE TRIMMING	VR 24080203-034 VR 24080203-035			OTTUMWA PARK	800.00
	00144306480	TREE TRIMMING	VR 24080203-035			OTTUMWA PARK	1000.00
	00144306480	TREE TRIMMING				OTTUMWA CEMETERY	225.00
10 m 10 10 10	13544506320	GROUNDS MAINT & REPAIR				OTTUMWA PARK	300.00
the set of the set	00144306480	TREE TRIMMING	VR 24080203-038				2400.00
01001	00144306480	TREE TRIMMING	VR 24080203-031			OTTUMWA PARK	
01001	00144306480	TREE TRIMMING	VR 24080203-032	07/26/2024	1 A A A A A A A A A A A A A A A A A A A	OTTUMWA PARK	1450.00
CHECK	TOTAL FOR CHECK NUMBER	221473 DATED 08/07/2024	WRITTEN TO 12500	BUB'S TREE	CARE	for the amount of	9625.00
01010	610000006400	CONTRACTUAL SERVICES	VP 24080207-001	07/30/2024		SEWER SPOT REPAIR	36147.50
01910	61088236499	CONTRACTORE SERVICES	VIC 21000207 0.01	01/30/2021		Contrast de la contrast.	
CHECK	TOTAL FOR CHECK NUMBER	221474 DATED 08/07/2024	WRITTEN TO 13612	CIT SEWER	SOLUTIONS	for the amount of	36147.50
01175	13544506497	REIMBURSEMENT	VR 24080203-046	07/25/2024		REIMBURSEMENT	22.1
<ul> <li>• • • • • • • • • • • • • • • • • • •</li></ul>		REIMBURSEMENT	VR 24080203-047	The second se		REIMBURSEMENT	18.70
01135	13544506497	REINBORSENENI	VIC 24000205 017				1111111111111
CHECK	TOTAL FOR CHECK NUMBER	221475 DATED 08/07/2024	WRITTEN TO 13642	SAMANTHA (	CAIN	for the amount of	40.8
01670	67088406531	STREET MAINT SUPPLIES	VR 24080203-050	07/10/2024	~	TICKET 2012790	5165.7
	11022106531	STREET MAINT SUPPLIES	VR 24080203-048			TICKET 2012816	2296.0
	67088406531	STREET MAINT SUPPLIES	VR 24080203-049			TICKET 2012817	2981.0
							10440.7
CHECK	TOTAL FOR CHECK NUMBER	221476 DATED 08/07/2024	WRITTEN TO 14239	CANTERA AC	GREGATES LLC	for the amount of	10442.7
01001	00111506350	EQUIP REPAIR	VR 24080204-003	07/09/2024	÷ .	STATION 1	3210.0
	00144456350	EOUIP REPAIR	VR 24080204-002	07/17/2024	*	BEACH	584.0

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

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CASH			VOUCHER	INVOICE			and the same foreigned
CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	NUMBER	DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTIO AMOUNT
Contra start	marinal store and the line in						
CHECK	TOTAL FOR CHECK NUMBE	R 221477 DATED 08/07/2024	WRITTEN TO 14315	CAPITAL C	ITY BOILER &	for the amount of	3794.0
01131	13122806320	GROUNDS MAINT & REPAI	IR VR 24080201-001	06/24/2024		1 (5 ( 0.0 7 5 0.0	
01131	13122806320	GROUNDS MAINT & REPAI				1656897583	280.01
01001	00122606532	SUSTENANCE SUPPLIES	VR 24080201-005	06/28/2024		1656897583	252.00
01001	00122606532	SUSTENANCE SUPPLIES	VR 24080201-008	00/20/2024		1656897583	97.38
	00144306507	OPERATING SUPPLIES	VR 24080201~008	07/12/2024	1 - Tau	1656897583	9.20
	00144456507	OPERATING SUPPLIES	VR 24080201-012	07/19/2024	-	1656897583	60.3
	67388436507	OPERATING SUPPLIES	VR 24080201-006	07/08/2024		1656897583	67.35
	00144456532		VR 24080201-010	07/16/2024	-	1656897583	54.92
	00144396507	SUSTENANCE SUPPLIES	VR 24080201-007	07/10/2024	-	1656897583	14.73
	00144456507	OPERATING SUPPLIES	VR 24080201-004	06/27/2024	1.00	1656897583	67.76
		OPERATING SUPPLIES	VR 24080201-009			1656897583	40.05
	00144306507	OPERATING SUPPLIES	VR 24080201-002	06/25/2024	- 14 I	1656897583	37.90
01131	13122806532	SUSTENANCE SUPPLIES	VR 24080201-011	07/17/2024	-	1656897583	132.94
CHECK	TOTAL FOR CURCE MINOR		and the state of the second				
CHECK	TOTAL FOR CHECK NUMBE	R 221478 DATED 08/07/2024	WRITTEN TO 14317	CAPITAL ON	NE	for the amount of	1114.66
01610	61088156507	OPERATING SUPPLIES	VR 24080204-004	07/10/2024		0200333	369.66
CHECK	TOTAL FOR CHECK NUMBER	R 221479 DATED 08/07/2024	WRITTEN TO 14320	CAPITAL SA	ANITARY SUPPL	Y for the amount of	369.66
01173	17344136540	PROGRAM SUPPLIES	VR 24080204-005	08/02/2024		FACE PAINTING	100.00
-	and and second the	a des la service de la serv					
		R 221480 DATED 08/07/2024				for the amount of	100.00
2522		OTHER SUPPLIES				ITEM 4137-8	118.85
CHECK	TOTAL FOR CHECK NUMBER	221481 DATED 08/07/2024	WRITTEN TO 16300	CENTRAL IC	WA FASTENERS	for the amount of	118.85
01610	61088156373	max maximum land	And the second	in the second second			
	Contraction of the second se		VR 24080204-007			333514465	129.61
	61088156373	TELEPHONE/IT	VR 24080204-008	07/22/2024	-	333598985	143.61
	61088156373	TELEPHONE/IT	VR 24080204-009	07/22/2024	1 (14)	333683618	-73.32
01610	61088156373	TELEPHONE/IT	VR 24080204-010	07/07/2024	<del>-</del>	333775669	-40.99
CHECK	TOTAL FOR CHECK NUMBER	221482 DATED 08/07/2024	MOTOTEN TO 16400				
	Total For Chick Houpp	221462 DAIED 08/0//2024	WRITTEN 10 16402	CENTURYLIN	IK.	for the amount of	158,91
01503	5031141	CASH INVESTED PASSBK	SVNGVR 24080204-011	07/26/2024	a. 24	PERPETUAL	137.00
CHECK	TOTAL FOR CHECK NUMBER	221483 DATED 08/07/2024	WRITTEN TO 17825	CITY OF OT	TUMWA, CEMETI	ERYfor the amount of	137.00
	00144456419	TECHNOLOGY SERVICES				TECH SUPPORT AUG	32.95
						LIGH DOLLORI A00	32.95
CHECK	TOTAL FOR CHECK NUMBER	221484 DATED 08/07/2024	WRITTEN TO 18502	CLUB SENTR	Y SOFTWARE	for the amount of	32.95
01610	61088156532	SUSTENANCE SUPPLIES	VR 24080204-013	06/30/2024		BOOT ALLOWANCE	6.66
CHECK '	TOTAL FOR CHECK NUMBER	221485 DATED 08/07/2024	WRITTEN TO 18936	BRANDON CO.	FFMAN	for the amount of	6.66
01131	13122806310	BLDG MAINT & REPAIR	VR 24080204-014	07/19/2024		76600	1799,25

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

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	SH	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE P.	O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
СН	IECK	TOTAL FOR CHECK NUMBER	221486 DATED 08/07/2024	WRITTEN TO 22626	DAN'S OVERHE	AD DOORS &	MOfor the amount of	1799.25
01	670	67088406418	IDNR SOLID WASTE FEES	VR 24080205-004	06/30/2024	-	APRIL 1-JUNE 30, 2024	34740.59
CH	ECK	TOTAL FOR CHECK NUMBER	221487 DATED 08/07/2024	WRITTEN TO 24320	DNR		for the amount of	34740.59
01	301	30177536499	CONTRACTUAL SERVICES	VR 24080204-015	07/12/2024	-	MILNER ST	98847.32
CH	IECK	TOTAL FOR CHECK NUMBER	221488 DATED 08/07/2024	WRITTEN TO 25394	DRISH CONSTR	UCTION, IN	C. for the amount of	98847.32
01	135	13544506320	GROUNDS MAINT & REPAIL	R VR 24080204-016	07/10/2024	-	4423500001	119.98
CH	IECK	TOTAL FOR CHECK NUMBER	221489 DATED 08/07/2024	WRITTEN TO 26050	EARL MAY SEE	D & NURSER	Y for the amount of	119.98
01	610	61088156430	SLUDGE HAULING	VR 24080204-017	07/12/2024	1	SLUDGE HAULING	7905.00
CH	IECK	TOTAL FOR CHECK NUMBER	221490 DATED 08/07/2024	WRITTEN TO 26640	ECOSYSTEMS I	NC	for the amount of	7905.00
		C100015C210	BLDG MAINT & REPAIR	VR 24080204-018	05/17/2024		210048	273.00
		61088156310 11022306531	STREET MAINT SUPPLIES			1.1.1	210048	28.27
		00144306504	TOOLS & SMALL EQUIP	VR 24080204-019		- 5	210048	304.19
CH	HECK	TOTAL FOR CHECK NUMBER	221491 DATED 08/07/2024	WRITTEN TO 27010	CONSOLIDATED	ELECTRICA	L for the amount of	605.46
01	750	75044406552	FUEL	VR 24080205-005	07/23/2024	5.0	35654	1835.77
		75044406556	FUEL TAX	VR 24080205-006		-	35654	163.47
		61088156552	FUEL	VR 24080204-023	07/05/2024	-	30399	249.75
01	1510	61088156556	IOWA FUEL TAX	VR 24080204-024	07/05/2024		30399	22.92
01	1750	75044406552	FUEL	VR 24080204-028		-	35654	540.07
01	1750	75044406552	FUEL	VR 24080204-026		-	35654	775.25
01	L750	75044406556	FUEL TAX	VR 24080204-027		-	35654	90.18
01	1610	61088156552	FUEL	VR 24080204-021		-	30399	224.60
		61088156556	IOWA FUEL TAX	VR 24080204-022		-	30399	21.33
01	1670	67088406552	FUEL	VR 24080204-025	07/18/2024	·	30397	1796.37
CH	HECK	TOTAL FOR CHECK NUMBER	221492 DATED 08/07/2024	WRITTEN TO 27272	ELLIOTT BULK	SERVICES	LLCfor the amount of	5719.71
0.2	1110	11022986552	FUEL	VR 24080205-007	07/25/2024	-	5018	7913.26
		11022986556	FUEL TAX	VR 24080205-008		-	5018	930.60
		00133406335	IOWA FUEL TAX	VR 24080201-021		-	HOUSE CHARGE	8.75
1.00		00133406333	VHCL-FUEL	VR 24080201-022			HOUSE CHARGE	81.01
		00111506335	IOWA FUEL TAX	VR 24080201-023	A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRA		HOUSE CHARGE	1.06
		00111506333	VHCL-FUEL	VR 24080201-024	07/08/2024	-	HOUSE CHARGE	12.95
		00122606335	IOWA FUEL TAX	VR 24080201-025	07/08/2024	÷ .	HOUSE CHARGE	1.95
		00122606333	VHCL-FUEL	VR 24080201-026	07/08/2024	-	HOUSE CHARGE	18.05
		00144306335	IOWA FUEL TAX	VR 24080201-027	07/08/2024	~	HOUSE CHARGE	8.43
		00144306333	VHCL-FUEL	VR 24080201-028	07/08/2024	-	HOUSE CHARGE	77.77
		11022106335	IOWA FUEL TAX	VR 24080201-029	07/08/2024	-	HOUSE CHARGE	10.52
0	1110	11022106333	VHCL-FUEL	VR 24080201-030	07/08/2024	5	HOUSE CHARGE	100.26
		11022406335	IOWA FUEL TAX	VR 24080201-031	00/00/0004		HOUSE CHARGE	2.03

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CASH	LOCOLDIE MEMODE	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE P.O. NUM	BER VOUCHER DESCRIPTION	TRANSACTION
CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	NONDER	DATE 1.0. Ho.		
01110	11022406333	VHCL-FUEL	VR 24080201-032	07/08/2024	- HOUSE CHARGE	24.20
01110	11022426335	IOWA FUEL TAX	VR 24080201-033		<ul> <li>HOUSE CHARGE</li> </ul>	9.00
01110	11022426333	VHCL-FUEL	VR 24080201-034	07/08/2024	<ul> <li>HOUSE CHARGE</li> </ul>	83.07
	61088156335	IOWA FUEL TAX	VR 24080201-035	07/08/2024	- HOUSE CHARGE	4.08
and the second sec	61088156333	VHCL-FUEL	VR 24080201-036	07/08/2024	<ul> <li>HOUSE CHARGE</li> </ul>	37.71
	61088176333	VHCL-FUEL	VR 24080201-037	07/08/2024	- HOUSE CHARGE	32.45
	00111106335	IOWA FUEL TAX	VR 24080201-038	07/08/2024	- HOUSE CHARGE	65.62
	00111106333	VHCL-FUEL	VR 24080201-039	07/08/2024	- HOUSE CHARGE	604.51
CHECK	TOTAL FOR CHECK NUMBER	221494 DATED 08/07/2024	WRITTEN TO 27280	ELLIOTT OIL COMPAN	W for the amount of	10027.28
		MISC CONTRACT WORK			- 3100140105	4240.41
100 C						
CHECK	TOTAL FOR CHECK NUMBER	221495 DATED 08/07/2024	WRITTEN TO 28208	EUROFINS ENVIRONME	ENT for the amount of	4240.41
01110	11022406531	STREET MAINT SUPPLIES	VR 24080209-002	07/31/2024	- IAOTT0059	38.82
CHECK	TOTAL FOR CHECK NUMBER	221496 DATED 08/07/2024	WRITTEN TO 29300	FASTENAL COMPANY	for the amount of	38.82
01001	00144306496	REFUNDS	VR 24080204-030	07/18/2024	- DAMAGE DEPOSIT	50.00
CHECK	TOTAL FOR CHECK NUMBER	221497 DATED 08/07/2024	WRITTEN TO 29597	MARIA FERNANDEZ	for the amount of	50.00
01820	8202148	AVESIS PAYABLE	VR 24080204-031	07/17/2024	- 60790-1315	2456.24
CHECK	TOTAL FOR CHECK NUMBER	221498 DATED 08/07/2024	WRITTEN TO 29829	FIDELITY SECURITY	LIFE for the amount of	2456.24
01673	67388436429	HAZARDOUS WASTE DISPO	SAL VR 24080204-032	07/16/2024	- 2802	53.00
CHECK	TOTAL FOR CHECK NUMBER	221499 DATED 08/07/2024	WRITTEN TO 31459	GRP & ASSOCIATES	for the amount of	53.00
01001	00144306496	REFUNDS	VR 24080204-033	07/15/2024	- RESERVATION 8370	140.00
CHECK	TOTAL FOR CHECK NUMBER	221500 DATED 08/07/2024	WRITTEN TO 31461	LORI GEARY	for the amount of	140.00
01301	30177536407	ENGINEERING	VR 24080204-034	07/23/2024	- MILNER ST 20073	2067.05
CHECK	TOTAL FOR CHECK NUMBER	221501 DATED 08/07/2024	WRITTEN TO 31797	GARDEN & ASSOCIATI	ES LTD for the amount of	2067.05
01001	00144306496	REFUNDS	VR 24080204-035	07/22/2024	- DAMAGE DEPOSIT	50.00
CHECK	TOTAL FOR CHECK NUMBER	221502 DATED 08/07/2024	WRITTEN TO 33016	JOJOLYNN GORDEN	for the amount of	
					DIVISE DEDOCT	200.00
01001	00144306496	REFUNDS	VR 24080204-036	07/08/2024	- DAMAGE DEPOSIT	100.00
01001	00166106499	CONTRACTUAL SERVICES	VR 24080204-037	07/10/2024	- Q1 ECON DEV	15000.00
CHECK	TOTAL FOR CHECK NUMBER	221503 DATED 08/07/2024	WRITTEN TO 33648	GREATER OTTUMWA PA	ARTNERS for the amount of	15100.00
	a company and and			05/20/2024	- X10835	717.56
01110	11022986331	VHCL MTCE SUPPLIES	VR 24080205-009	05/28/2024	×10035	311.46
01110	11022986331	VHCL MTCE SUPPLIES VHCL MTCE SUPPLIES	VR 24080205-010	07/01/2024	- A10835	-12.46
01110	11022986331	VHCL MTCE SUPPLIES	VR 24080205-011	07/01/2024	- VT0832	-12.46

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CASH			VOUCHER	INVOICE			TRANSACTION
	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	NUMBER	DATE P.O. NU	MBER	VOUCHER DESCRIPTION	AMOUNT
				00/00/0000		X10835	35,87
	11022986331	VHCL MTCE SUPPLIES	VR 24080205-012			X10835 X10835	542.10
	11022986331	VHCL MTCE SUPPLIES	VR 24080205-013			X10835	343.54
	11022986331	VHCL MTCE SUPPLIES	VR 24080205-015				47.50
01110	11022986331	VHCL MTCE SUPPLIES	VR 24080205-014			X10835	
01110	11022986331	VHCL MTCE SUPPLIES	VR 24080205-016	07/22/2024	1	X10835	-100.00
CHECK	TOTAL FOR CHECK NUMBER	221504 DATED 08/07/2024	WRITTEN TO 33653	GREGG YOUNG AUTON	OTIVE	for the amount of	1885.57
01610	61088156499	CONTRACTUAL SERVICES	VR 24080204-039	07/08/2024	5	WPCF AERATION	1952.59
	61088156499	CONTRACTUAL SERVICES	VR 24080204-038		~	WPCF REHABILITATION	6500.40
- <u>_</u>	61088156499	CONTRACTUAL SERVICES	VR 24080209-003		-	CLARIFIER REHABILITATIO	6018.58
		CAPITAL IMPROVEMENTS	VR 24080209-004		-	AERATION	4346.86
01610	61088156799	CAPITAL IMPROVEMENTS	VK 24000203-004	01/30/2024			
CHECK	TOTAL FOR CHECK NUMBER	221505 DATED 08/07/2024	WRITTEN TO 34332	HDR ENGINEERING,	INC.	for the amount of	18818.43
01001	00166156230	Training	VR 24080204-040	07/15/2024	-	LEADERSHIP	5000.00
	00166156230	Training	VR 24080204-041		-	LEADERSHIP	5000.00
OTOOT	00100100200						
CHECK	TOTAL FOR CHECK NUMBER	221506 DATED 08/07/2024	WRITTEN TO 35421	DAHTRAINER INC		for the amount of	10000.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24080204-042	07/22/2024	2.1	09284601	357.50
	15133426499	CONTRACTUAL SERVICES	VR 24080204-043		-	09284602	522.50
1.	15133426499	CONTRACTUAL SERVICES	VR 24080204-044		1.0	09284603	247.50
		CONTRACTUAL SERVICES	VR 24080204-045		1	09284604	302.50
and the second s	15133426499	CONTRACTUAL SERVICES	VR 24080204-046		-	09284605	247.50
14 49 50 5100	15133426499	and the second	VR 24080204-040		1.21	09284606	412.50
01151	15133426499	CONTRACTUAL SERVICES	VR 24080204-047	01/22/2024		05201000	
CHECK	TOTAL FOR CHECK NUMBER	221507 DATED 08/07/2024	WRITTEN TO 36074	HAWKEYE ENVIRONM	ENTAL	for the amount of	2090.00
01001	00111106490	OTHER PROF SERV	VR 24080204-048	07/19/2024	÷.	7/18/24 SERVICES	350.00
CHECK	TOTAL FOR CHECK NUMBER	221508 DATED 08/07/2024	WRITTEN TO 36092	HAWKEYE POLYGRAPH	H	for the amount of	350.00
			VR 24080204-049	112/2024	1.1	LEGAL	16536.17
01001	00111105411	LEGAL FEES	VR 24080204-049	07/12/2024		HEGHL	
CHECK	TOTAL FOR CHECK NUMBER	221509 DATED 08/07/2024	WRITTEN TO 38195	HOPKINS & HUBBNEI	R PC	for the amount of	16536.17
01001	00144306350	EQUIP REPAIR	VR 24080204-050	07/10/2024	3	OT8208	102.93
CHECK	TOTAL FOR CHECK NUMBER	221510 DATED 08/07/2024	WRITTEN TO 39307	HYDRO DRAMATICS		for the amount of	102.91
01001	00111506507	OPERATING SUPPLIES	VR 24080205-017	06/14/2024		135129	64.93
CHECK	TOTAL FOR CHECK NUMBER	221511 DATED 08/07/2024	WRITTEN TO 39438	HY-VEE ACCOUNTS	RECEIV	ABLfor the amount of	64.9
C.I.D.C.M				and cheele			
01130	13011246163	IMWCA 411 TPA FEES	VR 24080205-018		~	OTTPA001	86.00
01130	13011246164	POLICE W/C 411 CLAIMS			1	OTTPA001 6/1/24-6/30/24	6777.90
	13011546165	FIRE W/C 411 CLAIMS	VR 24080205-020	00/20/2024		OTTPA001 411	17587.60

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CASH	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE I	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
Sana.	and the second sec						
CHECK	TOTAL FOR CHECK NUMBER	221512 DATED 08/07/2024	WRITTEN TO 41505A	IMWCA		for the amount of	24451.50
01151	15155306498	REIMBURSEMENT	VR 24080205-021	07/24/2024	- 14 S	4 TRAXLER	10000.00
		a the second second second second				St. St. Strate Lines	
CHECK	TOTAL FOR CHECK NUMBER	221513 DATED 08/07/2024	WRITTEN TO 41754	INDIAN HIL	LS COMMUNITY	for the amount of	10000.00
01131	13122806310	BLDG MAINT & REPAIR	VR 24080205-023	07/23/2024		AIRPORT	42.00
	67388436498	MISC CONTRACT WORK	VR 24080205-024	07/30/2024		RECYCLING	43.00
	67088406310	BUILDING MAINT REPAIR	VR 24080205-022	07/30/2024		LANDFILL	30.00
	00144396320	GROUNDS MAINT & REPAI				CITY HALL	33.00
		and the second second second					
CHECK	TOTAL FOR CHECK NUMBER	221514 DATED 08/07/2024	WRITTEN TO 41920A	INDUSTRIAL	CHEMICAL	for the amount of	148.00
01122	13344106499	CONTRACTUAL SERVICES	VR 24080205-025	07/18/2024	1	100-1534849-000	918.85
10000				and the beaution			
CHECK	TOTAL FOR CHECK NUMBER	221515 DATED 08/07/2024	WRITTEN TO 42090	INFOMAX OF	F SYSTEMS INC	2 for the amount of	918.85
01001	00166506423	PHOTOCOPIES	VR 24080205-026	07/10/2024	-	106844	144.34
	00122606423	PHOTOCOPIES	VR 24080205-027			106844	112.10
	00133406423	PHOTOCOPIES	VR 24080205-028			106844	69.33
		OFFICE SUPPLIES	VR 24080205-029			106844	61.01
	11022976506	MISC CONTRACT WORK	VR 24080205-030			106844	24.18
	67388436498		VR 24080205-030			106844	64.80
	61088156423	PHOTOCOPIES	VR 24080205-031 VR 24080205-032			106844	149.19
01001	00155406423	PHOTOCOPIES	VR 24080205-032	07/10/2024		100044	
CHECK	TOTAL FOR CHECK NUMBER	221516 DATED 08/07/2024	WRITTEN TO 42091	INFOMAX		for the amount of	624.95
	10011125500	LIBRARY MAT JAMES ES	TATEND 24080205-042	07/10/2024		2002012	141.16
	17344136520	LIBRARY MATJAMES ES			-	2002012	320.60
	17344136520	LIBRARY MAT JAMES ES				2002012	236.87
	17344136520	LIBRARY MATJAMES ES	TATEVR 24080205-033	07/10/2024		2002012	25.68
	17344136520	LIBRARY MAT JAMES ES	TATEVR 24080205-034	07/10/2024		2002012	72.41
	17344136520	LIBRARY MAT JAMES ES	TATEVR 24080205-035	07/19/2024		2002012	43.60
	17344136520	LIBRARY MAT JAMES ES				2002012	253.36
100000000000000000000000000000000000000	17344136520	LIBRARY MAT JAMES ES					222.77
	17344136520	LIBRARY MAT JAMES ES	TATEVR 24080205-039	07/24/2024		2002012	43.66
01173	17344136520	LIBRARY MAT JAMES ES	TATEVR 24080205-040	07/26/2024		2002012	106.37
01173	17344136520	LIBRARY MAT JAMES ES	TATEVR 24080205-036	07/29/2024	~	2002012	106.37
CHECK	TOTAL FOR CHECK NUMBER	221517 DATED 08/07/2024	WRITTEN TO 42160	INGRAM LIB	RARY SERVICE	S for the amount of	1466.48
01670	67088406210	DUES & MEMBERSHIPS	VR 24080205-043	06/10/2024	1	MUNLEY	32.00
CHECK	TOTAL FOR CHECK NUMBER	221518 DATED 08/07/2024	WRITTEN TO 43534	IOWA DEPT	NATURAL RESO	URCfor the amount of	32.00
01001	00122606490	OTHER PROF SERV	VR 24080205-044	07/18/2024		270	362.70
CHECK	TOTAL FOR CHECK NUMBER	221519 DATED 08/07/2024	WRITTEN TO 43999	IOWA ONE C	ALL	for the amount of	362.70
01133	13344106599	OTHER SUPPLIES	VR 24080205-045	06/21/2024	2.1	000-72-3004	40.00

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

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CASH	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE P.O.	NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
1000	Double Construction						
CHECK	TOTAL FOR CHECK NUMBER	221520 DATED 08/07/2024	WRITTEN TO 44181	IOWA STATE UNIV	ERSITY	for the amount of	40.00
							1462 50
01001	00133416499	CONTRACTUAL SERVICES	VR 24080206-009		-	CLEAN UP	1462.50
01001	00133406470	WEED MOWING	VR 24080206-010	and the second	-	ONE TIME MOW	130.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24080206-001	07/16/2024	-	CLEAN UP	1592.50
01001	00133406470	WEED MOWING	VR 24080206-002	07/16/2024	-	ONE TIME MOW	260.00
	00133416499	CONTRACTUAL SERVICES	VR 24080206-005	07/16/2024	-	CLEAN UP	195.00
	00133406470	WEED MOWING	VR 24080206-006	07/16/2024	1.4	ONE TIME MOW	390.00
	00133406470	WEED MOWING	VR 24080206-007			CL1151	520.00
	00133406470	WEED MOWING	VR 24080206-004			CL1153	715.00
	00133406470	WEED MOWING	VR 24080206-046		1	ONE TIME MOW	373.75
		CONTRACTUAL SERVICES	VR 24080206-047	and the second		CLEAN UP	97.50
	00133416499		VR 24080206-003			WEEK 14	4505.00
	00133406470	WEED MOWING				MOW	5095.00
01001	00133406470	WEED MOWING	VR 24080206-008	07/12/2024		MOW	
CHECK	TOTAL FOR CHECK NUMBER	221521 DATED 08/07/2024	WRITTEN TO 45057	J & J MOWING		for the amount of	15336.25
01315	31577226499	CONTRACTUAL SERVICES	VR 24080205-046	07/29/2024		GREEN ST SEWER	132434.75
	Second Second Second Second		MOTOTON TO AFOFO	T & F CONTRACT	INC	for the amount of	132434.75
CHECK	TOTAL FOR CHECK NUMBER	221522 DATED 08/07/2024	WRITTEN 10 45059	J & K CONTRACT	LING		
01301	30177546499	CONTRACTUAL SERVICES	VR 24080205-047	06/24/2024	121	ELM ST RECONSTRUCTION	167981.73
CHECK	TOTAL FOR CHECK NUMBER	221523 DATED 08/07/2024	WRITTEN TO 46694	JONES CONTRACTI	ING CORP	for the amount of	167981.73
01173	17344136540	PROGRAM SUPPLIES	VR 24080205-048	07/09/2024	-	OBSTACLE COURSE 8/2	300.00
CHECK	TOTAL FOR CHECK NUMBER	221524 DATED 08/07/2024	WRITTEN TO 47242	JUMPING JIMS PA	ARTY REN	TALfor the amount of	300.00
01303	30377826407	ENGINEERING	VR 24080205-049	07/15/2024		APRON 3-19-0073-026-202	4570.92
		And the second of the second					
CHECK	TOTAL FOR CHECK NUMBER	221525 DATED 08/07/2024	WRITTEN TO 49042	KIRKHAM MICHAEI	ь	for the amount of	4570.92
01673	67388436320	GROUNDS MAINT & REPAI	R VR 24080206-015	07/16/2024	-	SERVICE CALL	100.00
CHECK	TOTAL FOR CHECK NUMBER	221526 DATED 08/07/2024	WRITTEN TO 49206	KLODT DOOR SER	VICE LLC	for the amount of	100.00
01001	00111506419	TECHNOLOGY SERVICES	VR 24080205-050	08/01/2024	-	SMS-1002C1	721.00
CHECK	TOTAL FOR CHECK NUMBER	221527 DATED 08/07/2024	WRITTEN TO 49511	KNOX		for the amount of	721.00
				07/17/2024		089299	2166.10
	00144456502	CONCESSION - RESALE	VR 24080206-013			T T T T T T T T	
	00144456502	CONCESSION - RESALE	VR 24080206-012		~	089299	3834.21
	00144456513	CONCESSION SUPPLIES	VR 24080207-002			089298	8.92
01001	00144456502	CONCESSION - RESALE	VR 24080206-011	07/31/2024	-	089299	1849.39
CHECK	TOTAL FOR CHECK NUMBER	221528 DATED 08/07/2024	WRITTEN TO 49687	KOHL WHOLESALE		for the amount of	7858.62
01110	11022986331	VHCL MTCE SUPPLIES	VR 24080206-014	07/03/2024	-	#440	354.60

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE P.	O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK	TOTAL FOR CHECK NUMBER	221529 DATED 08/07/2024	WRITTEN TO 49701	KRAIG FORD		for the amount of	354.60
01001	00166156499	Contractual Services	VR 24080206-016	08/08/2024		6092484	4314.53
01001	00166256499	CONTRACTUAL SERVICES	VR 24080206-017	08/08/2024	14	6092484	1764.20
CHECK	TOTAL FOR CHECK NUMBER	221530 DATED 08/07/2024	WRITTEN TO 49804D	UKG KRONOS S	YSTEMS, LL	C for the amount of	
01151	15133426499	CONTRACTUAL SERVICES	VR 24080206-018	07/29/2024		903 SILK ST	7490.00
CHECK	TOTAL FOR CHECK NUMBER	221531 DATED 08/07/2024	WRITTEN TO 50817	DAN LAURSEN	EXCAVATING	for the amount of	
01670	67088406507	OPERATING SUPPLIES	VR 24080206-019	06/24/2024	-	COVER	21489.00
CHECK	TOTAL FOR CHECK NUMBER	221532 DATED 08/07/2024	WRITTEN TO 50827	LSC		for the amount of	
01001	00166106240	TRAVEL & CONFERENCE	VR 24080206-021	07/10/2024	14.1	MILEAGE	35.38
	00166106240	TRAVEL & CONFERENCE		07/31/2024		MILEAGE	268.67
CHECK	TOTAL FOR CHECK NUMBER	221533 DATED 08/07/2024	WRITTEN TO 51046	TRAVIS LAWRE	NCE	for the amount of	304.05
01001	00111106490	OTHER PROF SERV	VR 24080206-022	06/01/2024		POLICY MANUAL	17545.20
	00111106230	TRAINING	VR 24080206-023	06/01/2024		POLICY ONE	3895.38
CHECK	TOTAL FOR CHECK NUMBER	221534 DATED 08/07/2024	WRITTEN TO 51724	LEXIPOL, LLC	()	for the amount of	
01673	67388436492	TIRE DISPOSAL	VR 24080206-024	07/20/2024	-	55869	2769.68
CHECK	TOTAL FOR CHECK NUMBER	221535 DATED 08/07/2024	WRITTEN TO 51968	LIBERTY TIRE		for the amount of	
01131	13122806310	BLDG MAINT & REPAIR	VR 24080206-025	07/23/2024	1	1-0000282	8.24
CHECK	TOTAL FOR CHECK NUMBER	221536 DATED 08/07/2024	WRITTEN TO 52990	LOKTRONICS S	ECURITY CC	ORP for the amount of	
01110	11022986331	VHCL MTCE SUPPLIES	VR 24080206-026	07/08/2024	-	OTTUM001	277.33
CHECK	TOTAL FOR CHECK NUMBER	221537 DATED 08/07/2024	WRITTEN TO 53691	MACQUEEN EQU	IPMENT	for the amount of	277.33
01162	16255516499	CONTRACTUAL SERVICES	VR 24080206-027	06/30/2024	-	FY 24	87174.73
CHECK	TOTAL FOR CHECK NUMBER	221538 DATED 08/07/2024	WRITTEN TO 54187	MAIN STREET	OTTUMWA	for the amount of	
01610	61088176531	STREET MAINT SUPPLIES	VR 24080206-034	07/09/2024	-	77041	281.95
01110	11022406531	STREET MAINT SUPPLIES	VR 24080206-032	07/10/2024	0.00	77041	2975.23
	61088176531	STREET MAINT SUPPLIES		and the second		77041	281.95
	61088176531	STREET MAINT SUPPLIES				77041	544.88
		STREET MAINT SUPPLIES				77041	1439.63
	11022106531		VD 34050302 031	07/17/2024		77041	3407.12
	11022106531	STREET MAINT SUPPLIES		07/17/2024			2927.24
	11022106531	STREET MAINT SUPPLIES	VR 24080206-028	07/18/2024		77041	
01610	61088176531	STREET MAINT SUPPLIES				77041	281.95
	11022106531	STREET MAINT SUPPLIES	VR 24080206-033			77041	3167.18

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

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CHECK TOTAL FOR CHECK NUMBER 221539 DATED 08/07/2024 WRITTEN TO 54390       MANATT'S INC       for the amount of         01310 31033446710       AUTOMOTIVE EQUIPMENT       VR 24080206-037 07/18/2024       #84 BLAZER         CHECK TOTAL FOR CHECK NUMBER 221540 DATED 08/07/2024 WRITTEN TO 56632       MCGRATH AUTOMOTIVE GROUP for the amount of          01001 00155206426       CONV & VISITOR BUREAU       VR 24080206-038 06/30/2024       - APRIL/MAY/JUNE 2024         CHECK TOTAL FOR CHECK NUMBER 221541 DATED 08/07/2024 WRITTEN TO 57340       MEET OTTUMWA       for the amount of         01863 86366646158       CROUP LIEF DREMUME       UN 24080206 020 02/02/02/02/02/02/02/02/02/02/02/02/02/0	15307.13 25126.24 25126.24 45280.08 45280.08 4843.91 4843.91 612.50
CHECK TOTAL FOR CHECK NUMBER 221540 DATED 08/07/2024 WRITTEN TO 56632       MCGRATH AUTOMOTIVE GROUP for the amount of         01001 00155206426       CONV & VISITOR BUREAU       VR 24080206-038       06/30/2024       - APRIL/MAY/JUNE 2024         CHECK TOTAL FOR CHECK NUMBER 221541 DATED 08/07/2024       WRITTEN TO 57340       MEET OTTUMWA       for the amount of         01863 86366646158       GROUP LIFE PREMIUMS       VR 24080206-039       08/01/2024       - 51186	25126.24 45280.08 45280.08 4843.91 4843.91 612.50
CHECK TOTAL FOR CHECK NUMBER 221540 DATED 08/07/2024 WRITTEN TO 56632       MCGRATH AUTOMOTIVE GROUP for the amount of         01001 00155206426       CONV & VISITOR BUREAU       VR 24080206-038 06/30/2024       - APRIL/MAY/JUNE 2024         CHECK TOTAL FOR CHECK NUMBER 221541 DATED 08/07/2024 WRITTEN TO 57340       MEET OTTUMWA       for the amount of         01863 86366646158       GROUP LIFE PREMIUMS       VR 24080206-039 08/01/2024       - 51186	25126.24 45280.08 45280.08 4843.91 4843.91 612.50
CHECK TOTAL FOR CHECK NUMBER 221541 DATED 08/07/2024 WRITTEN TO 57340 MEET OTTUMWA for the amount of 01863 86366646158 GROUP LIFE PREMIUMS VR 24080206-039 08/01/2024 - 51186	45280.08 4843.91 4843.91 612.50
CHECK TOTAL FOR CHECK NUMBER 221541 DATED 08/07/2024 WRITTEN TO 57340 MEET OTTUMWA for the amount of 01863 86366646158 GROUP LIFE PREMIUMS VR 24080206-039 08/01/2024 - 51186	45280.08 4843.91 4843.91 612.50
	4843.91 612.50
CHECK TOTAL FOR CHECK NUMBER 221542 DATED 08/07/2024 WRITTEN TO 57518 SYMETRA LIFE INSURANCE COfor the amount of	612.50
01610 61088156512 LAB SUPPLIES VR 24080206-040 07/25/2024 - 40219	
CHECK TOTAL FOR CHECK NUMBER 221543 DATED 08/07/2024 WRITTEN TO FRAME	612,50
01001         00144308310         MAINTENENCE         BLDG         EXPENSESVR         24080206-042         07/09/2024         -         GATEWAY DR           01001         00144456310         BUILDING         MAINTENANCE         REPAVR         24080206-043         07/09/2024         -         BEACH           01001         00122606310         BUILDING         MAINTENANCE         REPAVR         24080206-044         07/09/2024         -         ENGINEERING           01001         00144396310         BLDG         MAINT & REPAIR         VR         24080206-045         07/09/2024         -         ENGINEERING	125.00 65.00 6.00 6.00 95.00
01001         00111506331         VHCL         MTCE         SUPPLIES         VR         24080206-050         07/01/2024         -         87937601           01001         00111506331         VHCL         MTCE         SUPPLIES         VR         24080206-049         07/02/2024         -         87937601	297.00 129.96 177.59
CHECK TOTAL FOR CHECK NUMBER 221545 DATED 08/07/2024 WRITTEN TO 61780 MOTIONS INDUSTRIES for the amount of	307.55
	23.00
	23.00
01610 61088156507 OPERATING SUPPLIES VR 24080207-003 07/22/2024 - 10-OTTUMW	1149.72 3711.33
CHECK TOTAL FOR CHECK NUMBER 221547 DATED 08/07/2024 WRITTEN TO 62600 MUNICIPAL SUPPLY INC for the amount of	4861.05
01610 61088176181 CLOTHING ALLOWANCE VR 24080207-005 07/21/2024 - BOOT ALLOWANCE	180,00
CHECK TOTAL FOR CHECK NUMBER 221548 DATED 08/07/2024 WRITTEN TO 63044 CODY NAPOLEON for the amount of	180.00
	4168.00
CHECK TOTAL FOR CHECK NUMBER 221549 DATED 08/07/2024 WRITTEN TO 65452 NEXT LEVEL RESPONSE SOL for the amount of	4168.00
	3013.40 953.80

REPORT DATE	08/01/2024
SYSTEM DATE	08/01/2024
FILES ID	0

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE P.O. N	UMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
	where the literature state and the state of			NORDER ACOUNTED	NUTNO 1	NCfor the amount of	3967.20
CHECK	TOTAL FOR CHECK NUMBER	221550 DATED 08/07/2024	WRITTEN TO 66001	NORRIS ASPHALI PA	AVING 1	INCIDE CHE AMOUNT OF	5567.20
01001	00166256240	TRAVEL & CONFERENCE	VR 24080207-008	07/10/2024	1	TRAVEL EXPENSES	255.12
CHECK	TOTAL FOR CHECK NUMBER	221551 DATED 08/07/2024	WRITTEN TO 66532	COLE O'DONNELL		for the amount of	255.12
01001	00166206419	TECHNOLOGY SERVICES	VR 24080207-009	07/19/2024	2	LASERFICHE	8405.00
CHECK	TOTAL FOR CHECK NUMBER	221552 DATED 08/07/2024	WRITTEN TO 67106	OPG-3, INC.		for the amount of	8405.00
01001	00144206490	OTHER PROF SERV	VR 24080209-007	07/09/2024	14.1	ITEMS	4260.00
01001	00144206507	OPERATING SUPPLIES	VR 24080209-008	07/09/2024	17	ITEMS	2460.67
CHECK	TOTAL FOR CHECK NUMBER	221553 DATED 08/07/2024	WRITTEN TO 58248A	OTTUMWA MUNICIPAL	L BAND	for the amount of	6720,67
01001	00133406414	PRINTING	VR 24080207-011	06/28/2024	1.0	6738	185.00
01001	00111106414	PRINTING	VR 24080207-010	06/28/2024	1.0	7715	60.00
CHECK	TOTAL FOR CHECK NUMBER	221554 DATED 08/07/2024	WRITTEN TO 68560	OTTUMWA PRINTING	, INC.	for the amount of	245.00
01860	86066656412	WELLNESS PROGRAM	VR 24080207-012	07/11/2024		WELLNESS SCREENING	2850.00
CHECK	TOTAL FOR CHECK NUMBER	221555 DATED 08/07/2024	WRITTEN TO 68606	OTTUMWA REG HEAL	TH CEN	TERfor the amount of	2850.00
01610	61088156507	OPERATING SUPPLIES	VR 24080207-013	07/17/2024	1	301451420000	29.34
CHECK	TOTAL FOR CHECK NUMBER	221556 DATED 08/07/2024	WRITTEN TO 72253	PPG ARCHITECTURA	L FINIS	SHEfor the amount of	29.34
01001	00144306496	REFUNDS	VR 24080207-014	07/22/2024	-	DAMAGE DEPOSIT	50.00
CHECK	TOTAL FOR CHECK NUMBER	221557 DATED 08/07/2024	WRITTEN TO 72848	NATALEE PODMAN		for the amount of	50.00
01135	13544506331	VHCL MTCE SUPPLIES	VR 24080207-015	07/22/2024	1.0	OTTUMW	184.80
CHECK	TOTAL FOR CHECK NUMBER	221558 DATED 08/07/2024	WRITTEN TO 73420	PRAIRIE AG SUPPL	Y INC	for the amount of	184.80
01001	00166106240	TRAVEL & CONFERENCE	VR 24080207-016	06/24/2024	-	REIMBURSEMENT	22.71
CHECK	TOTAL FOR CHECK NUMBER	221559 DATED 08/07/2024	WRITTEN TO 75152	PHILIP RATH		for the amount of	22.71
01001	00144306415	RENTS & LEASES	VR 24080207-017	07/28/2024	8	MONTHLY RENTAL	115.56
CHECK	TOTAL FOR CHECK NUMBER	221560 DATED 08/07/2024	WRITTEN TO 78105	ROYAL PORTABLE T	OILETS	for the amount of	115.56
01001	00144306496	REFUNDS	VR 24080207-018	07/30/2024	-	OVERCHARGE	20.00
CHECK	TOTAL FOR CHECK NUMBER	221561 DATED 08/07/2024	WRITTEN TO 78181	KIMBERLY RUPE		for the amount of	20.00
01110	11022986350	EQUIP REPAIR	VR 24080207-021		100	COO	34.99
01001	00144456507	OPERATING SUPPLIES	VR 24080207-019	07/16/2024	1911	COO	24.98

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

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			BATCH NUMBER CHI	OX.			
CASH			VOUCHER	INVOICE DATE		VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	NUMBER	DATE	P.O. NUMBER	VOUCHER DESCRIPTION	ANOUNT
01610	61088156507	OPERATING SUPPLIES	VR 24080207-020	07/17/2024	n	COO	423.97
	11022986350	EQUIP REPAIR	VR 24080209-009	07/26/2024	1	C00	20.49
CHECK	TOTAL FOR CHECK NUMBER	221562 DATED 08/07/2024	WRITTEN TO 78279	S & L ALL	SEASON	for the amount of	504.43
01670	67088406407	ENGINEERING	VR 24080207-025	06/30/2024	1.000	27223157.24	6690.00
	67088406407	ENGINEERING	VR 24080207-023			27223158.24	507.38
	67088406407	ENGINEERING	VR 24080207-024			07224143.00	2079.20
	이 사람이 있는 것 같이 없는 것 같이 없다.	ENGINEERING	VR 24080207-022			27224160.00	450.00
01670	67088406407	ENGINEERING	VR 24080207-022	00/30/2024		27221200.00	
CHECK	TOTAL FOR CHECK NUMBER	221563 DATED 08/07/2024	WRITTEN TO 78293	SCS ENGIN	EERS	for the amount of	9726.58
01001	00144306496	REFUNDS	VR 24080207-026	07/22/2024	÷	DAMAGE DEPOSIT	100.00
CHECK	TOTAL FOR CHECK NUMBER	221564 DATED 08/07/2024	WRITTEN TO 82103	CINDY SIM	MERS	for the amount of	100.00
01001	00144306331	VHCL MTCE SUPPLIES	VR 24080209-048	06/01/2024		5022290	-89.97
	11022986331	VHCL MTCE SUPPLIES	VR 24080209-050			5022290	50.28
and the second sec	11022986331	VHCL MTCE SUPPLIES				5022290	69.31
CHECK	TOTAL FOR CHECK NUMBER	221565 DATED 08/07/2024	WRITTEN TO 82135	SINCLAIR '	TRACTOR	for the amount of	29.62
01001	00144306496	REFUNDS	VR 24080207-027	07/22/2024		OVERCHARGE	100.00
CHECK	TOTAL FOR CHECK NUMBER	221566 DATED 08/07/2024	WRITTEN TO 82247	TYSON SLY		for the amount of	100.00
01001	00111106532	SUSTENANCE SUPPLIES	VR 24080207-028	07/23/2024		PD	33.16
CHECK	TOTAL FOR CHECK NUMBER	221567 DATED 08/07/2024	WRITTEN TO 86197	THE STITC	H DOCTOR	for the amount of	33.16
01001	00111106409	JANITORIAL	VR 24080207-030	07/11/2024		ROUTINE JANITORIAL	1621.92
	00111106409	JANITORIAL	VR 24080207-051	07/11/2024	-	INTIAL DEEP CLEAN	500.00
	00111106409	JANITORIAL	VR 24080207-029	07/23/2024	-	SPECIAL SERVICES	1997.90
CHECK	TOTAL FOR CHECK NUMBER	221568 DATED 08/07/2024	WRITTEN TO 86307	STRATUS B	UILDING SOL	UTIONfor the amount of	
			VR 24080207-037	05/10/2024		03-0077	786.60
the second second	61088176410	CONTRACT EMPLOYEES				03-0077	1526.28
the second second second	11022106410	CONTRACT EMPLOYEES	VR 24080207-044				1190.94
	11022406410	CONTRACT EMPLOYEES	VR 24080207-043			03-0077	441.60
	61088156410	CONTRACT EMPLOYEES	VR 24080207-035			03-0077	1461.08
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	67088406410	CONTRACT EMPLOYEES	VR 24080207-036			03-0077	1001.89
	67088406410	CONTRACT EMPLOYEES	VR 24080207-048			03-0077	
01673	67388436410	CONTRACT EMPLOYEES	VR 24080207-047			03-0077	1567.35
01135	13544506410	CONTRACT EMPLOYEES	VR 24080209-014			03-0032	1317.90
01610	61088176410	CONTRACT EMPLOYEES	VR 24080209-017			03-0077	1600.80
01001	00144306410	CONTRACT EMPLOYEES	VR 24080209-016			03-0077	1794.00
01110	11022106410	CONTRACT EMPLOYEES	VR 24080207-032			03-0077	1391.04
01001	00144306410	CONTRACT EMPLOYEES	VR 24080209-015	07/15/2024	-	03-0077	2594.40
	11022406410	CONTRACT EMPLOYEES	VR 24080209-018	07/15/2024	-	03-0077	908.73
	61088156410	CONTRACT EMPLOYEES	VR 24080209-020	07/15/2024	-	03-0077	220.80
U							

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

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CASH			VOUCHER	INVOICE			TRANSACTION
CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	NUMBER	DATE P.O	. NUMBER	VOUCHER DESCRIPTION	AMOUNT
01673	67388436410	CONTRACT EMPLOYEES	VR 24080209-019	07/15/2024	- G. 1	03-0077	1851.96
	13544506410	CONTRACT EMPLOYEES	VR 24080209-021	07/15/2024	-	03-0032	2219.04
	61088176410	CONTRACT EMPLOYEES	VR 24080209-012			03-0077	1600.80
	00144306410	CONTRACT EMPLOYEES	VR 24080207-034		14 C 1	03-0077	1794.00
2010 A. P. P. P.	11022106410	CONTRACT EMPLOYEES	VR 24080209-013		-	03-0077	1545.60
	00144306410	CONTRACT EMPLOYEES	VR 24080207-033			03-0077	2650.29
	11022406410	CONTRACT EMPLOYEES	VR 24080209-011			03-0077	455.40
	61088156410	CONTRACT EMPLOYEES	VR 24080207-049			03-0077	879.75
	67088406490	OTHER PROF SERV	VR 24080207-040		4.11	03-0077	751.42
	67388436410	CONTRACT EMPLOYEES	VR 24080207-050	07/22/2024		03-0077	1555.95
	13544506410	CONTRACT EMPLOYEES	VR 24080209-010		1.00	03-0032	2760.69
	00144306410	CONTRACT EMPLOYEES	VR 24080207-039		1.1	03-0077	1794.00
	11022106410	CONTRACT EMPLOYEES	VR 24080207-041		-	03-0077	1545.60
	00144306410	CONTRACT EMPLOYEES	VR 24080207-038			03-0077	2824.17
	11022406410	CONTRACT EMPLOYEES	VR 24080207-046		-	03-0077	621.00
a success of the	61088156410	CONTRACT EMPLOYEES	VR 24080207-031		-	03-0077	717.60
	67088406410	CONTRACT EMPLOYEES	VR 24080207-045			03-0077	728.64
	67388436410	CONTRACT EMPLOYEES	VR 24080207-042		-	03-0077	1605.29
010/1	5755555555			100 C 100 C 100 C			
CHECK	TOTAL FOR CHECK NUMBER	221570 DATED 08/07/2024	WRITTEN TO 86970	SUPREME STAFF	ING INC	for the amount of	46695.12
01001	00111106419	TECHNOLOGY SERVICES	VR 24080209-023	07/23/2024	1.1	5124060	50.00
			A COLUMN AND A COLUMN			and the second second second	
CHECK	TOTAL FOR CHECK NUMBER	221571 DATED 08/07/2024	WRITTEN TO 87611	TMOBILE		for the amount of	50.00
01001	00111506532	SUSTENANCE SUPPLIES	VR 24080209-024	07/02/2024	19.1	ACCOUNTABILITY	12.00
CHECK	TOTAL FOR CHECK NUMBER	221572 DATED 08/07/2024	WRITTEN TO 88697	THUMBS UP GIF	TS & AWARD	S for the amount of	12.00
01670	67088406499	CONTRACTUAL SERVICES	VR 24080209-025	07/10/2024	~	LANDFILL	1200.00
	Second and second character			TORRES CONSTR	UCTION	for the amount of	1200.00
CHECK	TOTAL FOR CHECK NUMBER	221573 DATED 08/07/2024	WRITTEN TO 89072	TORRES CONSTR			
01001	00111106504	TOOLS & SMALL EQUIP	VR 24080209-026	07/23/2024	91	OTTUIAPD	231.39
CHECK	TOTAL FOR CHECK NUMBER	221574 DATED 08/07/2024	WRITTEN TO 89545	TRI-TECH FORE	NSICS, INC	for the amount of	231.39
01151	15133426499	CONTRACTUAL SERVICES	VR 24080209-029	01/05/2024	-	230 SKYLINE DR	175.00
	15133426499	CONTRACTUAL SERVICES	VR 24080209-027			109 E MAIN	175.00
	15133426499	CONTRACTUAL SERVICES	VR 24080209-028			314 HAMILTON	175.00
ATTOT	10100420400	controleronin obistitudo	100 00000000000000000000000000000000000	2162262223			ومستشعب وتشتر
CHECK	TOTAL FOR CHECK NUMBER	221575 DATED 08/07/2024	WRITTEN TO 89855	TRUITT ABSTRA	CT COMPANY	for the amount of	525.00
01110	11022986350	EQUIP REPAIR	VR 24080209-030	07/07/2024	~	BRUSH CUTTER	170.00
CHECK	TOTAL FOR CHECK NUMBER	221576 DATED 08/07/2024	WRITTEN TO 92303	RED ROOSTER W	ELDING	for the amount of	170.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24080209-031	06/13/2024		18600	6.55
	11022986331	VHCL MTCE SUPPLIES	VR 24080209-032		4	2410	368.20
	11022986331	VHCL MICE SUPPLIES	VR 24080209-032			2410	781.20
01110	11055388331	VICE MICE SUFFLIES	AL 24000203-033	01100/2023			

#### CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS

#### PAGE 15 TIME 15:39:57 USER MITCHELLK

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK	TOTAL FOR CHECK NUMBER	221577 DATED 08/07/2024	WRITTEN TO 92540	VAUGHN AUTOMOTIVE	for the amount of	1155.95
	31577726499 31577726499	CONTRACTUAL	VR 24080209-035 VR 24080209-034	A CLEAR A PROPERTY	BLAKES BRANCH BLAKES BRANCH	16302.97 33585.24
CHECK	TOTAL FOR CHECK NUMBER	221578 DATED 08/07/2024	WRITTEN TO 92648	VEENSTRA & KIMM INC	for the amount of	49888.21
01610	61088156499	CONTRACTUAL SERVICES	VR 24080209-036	07/12/2024 -	232899	1618.60
CHECK	TOTAL FOR CHECK NUMBER	221579 DATED 08/07/2024	WRITTEN TO 92668	VEOLIA WATER TECHNOLO	GIESfor the amount of	1618.60
01610	61088156512	LAB SUPPLIES	VR 24080209-037	07/25/2024 -	958610	38.50
CHECK	TOTAL FOR CHECK NUMBER	221580 DATED 08/07/2024	WRITTEN TO 92698	VETTER'S INC-CULLIGAN	WATfor the amount of	38.50
01610	61088156331 00111106331	VHCL MTCE SUPPLIES VHCL MTCE SUPPLIES	VR 24080209-039 VR 24080209-038	07/19/2024 - 07/24/2024 -	#122 #451	20.00
CHECK	TOTAL FOR CHECK NUMBER	221581 DATED 08/07/2024	WRITTEN TO 95368	WAYNE'S TIRE	for the amount of	40.00
01301	30177436499	CONTRACTUAL SERVICES	VR 24080209-040	07/31/2024 -	5825 649 85-90	87455.28
CHECK	TOTAL FOR CHECK NUMBER	221582 DATED 08/07/2024	WRITTEN TO 96744	WICKS CONSTRUCTION IN	C for the amount of	87455.28
01610 01610 01002 01131	0 61088156507 0 61088156310 0 61088156310 2 00222206498 1 3122806498 0 61088156310	OPERATING SUPPLIES BLDG MAINT & REPAIR BLDG MAINT & REPAIR MISC CONTRACT WORK MISC CONTRACT WORK BLDG MAINT & REPAIR	VR 24080209-045 VR 24080209-046 VR 24080209-043	07/10/2024 - 07/10/2024 - 07/15/2024 - 07/15/2024 -	WATR GATEWAY SUB STATION CONDENSER CTYO OTTAIR ALARM	210.48 662.50 5200.00 600.00 1550.00 754.00
CHECK	TOTAL FOR CHECK NUMBER	221583 DATED 08/07/2024	WRITTEN TO 97320	WINGER COMPANIES	for the amount of	8976.98
01610	61088156310	BLDG MAINT & REPAIR	VR 24080209-047	07/09/2024 -	MILEAGE	30.82
CHECH	TOTAL FOR CHECK NUMBER	221584 DATED 08/07/2024	WRITTEN TO 98820	HEATHER ZUERCHER	for the amount of	30.82
		01 Bank C	ode TOTALS for 0012	6 Checks to 00126 Vendo	ors for the amount of	1494132.37
		REF	ORT TOTALS for 0012	6 Checks to 00126 Vendo	ors for the amount of	1494132.37

0

CITY OF OTTUMWA CHECK REGISTER COMPLETE REGISTER OF ALL SORTED CHECKS PAGE 16 TIME 15:39:57 USER MITCHELLK

BATCH NUMBER CHKX

SUMMARY PAGE INFORMATION

ERRORS DETECTED:

END OF REPORT

Account Number	Account Description	Voucher Number	Date	Description	Amount
001-66256401	Accounting & Aduiting	24071709-003	5/9/2024	1006761.8	34,625.00
135-44506723	Heavy Motorized Equip	24071709-002	1/12/2024	JBC/3CX12L4WH	114,888.16

Item No. B-3.



August 6, 2024

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Human Rights Commission, term to expire 07/01/2028.

Carson Chestnut 412 S. Ward Street

Recommend reappointments to the Human Rights Commission, terms to expire 07/01/2028.

Dr. Peter Reiter 401 N. Green St.

Jacquelyn Pope 220 W. Woodland Ave.

# CITY OF OTTUMWA Biographical Data for Appointment to City Advisory Board

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

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

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

Human Right's Commission Name: Carson Chestait	Telephone: 641 - 226 - 2552	
Address: 412 South Word Street	Email: (optional) <u>Chestant corson @ ynail.</u> ZIP: <u>52502</u>	
Business:	Telephone:	
Address:	ZIP:	
Date Available for Appointment July 15+	E-Mail:	
Present occupation: N/A .		
Previous Employment: N/A		

Answer the following: (Use additional sheets if necessary)

#### **Community Service:**

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

# N/A

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

# N/A

Personal: (Have you ever worked for the City of Ottumwa?

Yes	No	X

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

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

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

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

Yes	No <b>X</b>
Yes	No 🗡

Yes X No

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee? I have attached my onswers and some

additional intermetion on the next pape

- 2. What do you see as the objectives and goals of the advisory body to which you seek appointment?
- 3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

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

I believe that my background, education, and interest not only qualify me for a position but also benefit the Human Rights Commision. I have lived in Ottumwa my entire life. This has led me to feel a strong sense of community and allowed me to notice demographic shifts in Ottumwa. I was a student of the Ottumwa Community School District and Indian Hills Community College. As a student at OCSD I noticed the student body becoming increasingly diverse, and to some extent the challenges students faced during this time. At Indian Hills I was introduced to various new perspectives and issues that college students from other areas face. I graduated from Indian Hills with a degree in Secondary Education and History. With the knowledge I gained from my courses I will be able to provide an open mind on issues as well as consider socio historical context. I plan on obtaining a secondary education degree with a 5-12 All Social Sciences Endorsement. I also have a general interest in local government and increasing youths interest in government. I believe my youth will benefit the Human Rights Commission as it brings new ideas and perspectives.

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

While there are many possible objectives and goals for the Human Rights Commission I have three that are specifically important to me.

- Increasing public awareness of the Human Rights Commission and its functions
- Advising local government officials to ensure the communities issues are heard and potentially fixed
- Increase the communities understanding of diverse groups
- 3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory board?

I would help achieve the previous listed objectives and goals by bringing new ideas, discussing them with other members, and help implement them. The following bullet points correspond to the three issues listed in question two.

- I would suggest and help implement spreading flyers about the Human Rights Commission that gives general information and provides a barcode to a Facebook page or website.
- Create social media accounts for the Human Rights Commission
- Present to groups on the Human Rights Commission and its functions.
   Specifically, I would like to present at Indian Hills Community College and other organizations that are primarily young.
- Create a survey for input on what issues community members face. The data collected could be used to outline priorities as well as be shared with other officials
- 4. Additional info
  - Indian Hills Education Club member 2022-2023

- · Phi Theta Kappa Honor Society member
- Coleader of Book Bashers, a book club at Indian Hills 2023-2024
- I have worked as an election official for the 2024 June 4th primary and intend to work the November election.
- Attended both the 2023 and 2024 Indian Hills Diversity Conferences
- I have existing relationships with other board members. I talked to Nathan Wilsons somewhat frequently about history as well as the purpose and functions of the Human Rights Commission. I have also worked the June 4th primary election with John Fenner the chair of the Human Rights Commission

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

Carson Ches Signature

616/2024 Date

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

WHEN COMPLETED MAIL ORIGINAL TO:

OFFICE OF THE MAYOR Ottumwa City Hall 105 E Third Street Ottumwa, IA 52501

## YOUTH BOARD MEMBER APPLICANT ONLY

Name of School

Year

### HUMAN RIGHTS COMMISSION MEMBER APPLICANT ONLY

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

> Thee bow club Thee education club

Presentation St yroup activities during Indian Hills and K-12



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

# **OPTIONAL**

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

Areas of expertise	Secundary education + History
Advocacy experience	allocated for past your Candidates for ottice + for bills
Community involvement	Volunteered on a tex comparyons + helped distribute holivor mea
Current profession	N/A will be full time shudent Down school year
Highest level of education	DA devices
Race	Caucasion
Creed	N/A
Ethnicity	N/A
Color	Million White
Sex	Male
Sexual orientation	hetero sexual
Gender identity	Male
National origin	United States
Age	19 (20 June 12th)
Religion	Aynostic
Disability	N/A



# AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

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

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

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

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

of Personal Information".

My Date of Birth is 6/21/04

Conson Chiston

61612024

Signature of Applicant

Date

Board/Commission applying for Human Rights Commission

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

# **OTTUMWA CIVIL SERVICE COMMISSION**

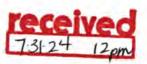
# **Communications Specialist – Entrance Eligibility List**

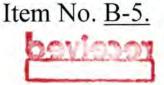
- 1. Cassandra Bohannon
- 2. Natalee Podman

Certified July 24, 2024

# OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman Ann Youngman Amy Gardner





# CITY OF OTTUMWA

Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of: August 6, 2024

Sewer Department

Aaron Short Prepared By

Department Head

City Administrator Approval

AGENDA TITLE: Approve the purchase of a 2025 Polaris Ranger from RJ Powersports, Ottumwa Iowa, in the amount of \$27,766.99.

\*\* The Proof of Publication for each Public Hearing must be \*\*Public hearing required if this box is checked. \*\* 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 2025 Polaris Ranger from RJ Powersports, Ottumwa Iowa, in the amount of \$27,766.99.

DISCUSSION: Four bids were solicited with the best price from RJ Powersports with local preference applied. This will replace #99, a 2010 Polaris Ranger UTV, which has 7,648 miles and 1160 hours. Multiple repairs are needed as well as frame work due to an accident involving a seasonal employee. It may be transferred to the WPCF after replacement.

The Ranger was evaluated on November 8, 2023, with the recommendation to replace and the Fleet Committee approved to replace the Ranger at the December 12, 2023, meeting. Specs for a new Polaris Ranger were presented and approved by the Fleet Committee at the May 29, 2024, meeting.

Additional small purchases may be made such as strobe kit, rear hitch, straps etc. These items were not supplied by the dealer and will be installed in house.

Replacement cost: \$27,766.99

Budgeted amount: \$33,625.78

Source of Funds: 610-8-817-6727

Budgeted Item: Yes

Buyer's	Order	Ser Contraction	NERSPORTS	Current Date	07/25/2	2024
City Of Ottumwa 105 E 3rd St Ottumwa, IA 525		Ottur (64	Sycamore Rd nwa, IA 52501 I) 684-8400 formance.com	Delivery Date Deal No. Salesperson Lienholder		Cartwright
H (641) 684-218	0 W	С	En	nail sylvesterk@	Dottumw	/a.us
I hereby agree to p as soon as possible	urchase the follo e. It is agreed, h	owing unit(s) from you uniowever, that neither you	nder the terms and co u nor the manufacture	nditions specified r will be liable for	. Deliver failure to	y is to be made make delivery.
		Unit	nformation			
New/U Year Mal	ce	Model	Serial No.	Sto	ck No.	Price (Incl factory option

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2025	Polaris	R25RSU99AL	4XARSU998S8760960	POL760960	\$28,500.00

Parts and Labor:	Price	Qty	Ext Price	Dealer Unit Price	\$28,500.00
K-ACCY,MIRROR,SIDE,DOOR,RGR turn signal kit	\$179.99 \$365.00	1 1	\$179.99 \$365.00	Parts & Accessories Labor Freight Dealer Prep	\$544.99 \$258.00 \$0.00 \$0.00

**Customer Rebates** 

(\$1,750.00)

Labor: turn signal kit, K-ACCY,MIRROR,SIDE,DOOR,RGR,	\$258.00	Cash Price Trade Allowance Payoff Net Trade	\$27,552.99 \$0.00 \$0.00 \$0.00
		Net Sale (Cash Price - Net Trade)	\$27,552.99
Notes:		Sales Tax Title/License/Registration Fees Document or Administration Fees	\$0.00 \$34.00 \$180.00
Too de la ferrarelise		Total Other Charges Sub Total (Net Sale + Other Charges) Cash Down Payment	\$214.00 \$27,766.99 \$0.00
Trade Information		Amount to Pay/Finance	\$27,766.99

#### Months at 0.00% Monthly Payment of \$0.00 For 0 Interest

ALL SALES FINAL- NO REFUNDS. DEPOSITS NON-REFUNDABLE. ALL USED VEHICLES "AS IS." NO WARRANTY EXPRESSED OR IMPLIED. PRICE REFLECTS ALL FACTORY REBATES & DEALER INCENTIVES. RETURNED CHECK FEE OF \$35.00 PLUS ANY LEGAL FEES INCURRED. THE TERMS AND CONDITIONS OF THIS BILL OF SALE COMPRISE THE ENTIRE AGREEMENT PERTAINING TO THIS PURCHASE AND NO OTHER AGREEMENT OF ANY KIND. NO VERBAL UNDERSTANDING OR PROMISE WHATSOEVER WILL BE RECOGNIZED. UPON FAILURE OR REFUSAL OF THE PURCHASER TO COMPLETE THIS AGREEMENT FOR ANY REASON, ALL OR PART OF THE CASH DEPOSIT MAY BE DETAINED AS LIQUIDATED DAMAGES. THE PURCHASER CERTIFIES HE OR SHE IS OF LEGAL AGE AND HEREBY ACCEPTS AND ACKNOWLEDGES A COPY OF THIS BILL OF SALE. NOT VALID UNLESS ACCEPTED BY AUTHORIZED REPRESENTATIVE. THANK YOU VERY MUCH FOR YOUR BUSINESS!

Customer(s) Signature	07/25/2024	Dealer Signature
	Date	
Customer(s) Signature		Thank You for Your Business!
	Date	

C&C Custom Cycle 130 East Lincoln Chariton IA 50049 641/774-7494

CITY OF OTTUMWA

#### Buyer's Order

07/17/2024

105 EAST THIRD ST OTTUMWA, IA 52501 H 641-683-0600 W Deal No. Salesperson BRADY CHIPP Lienholder .

Date

C 641-799-1149 Email shorta@ottmuwa.us

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Ind factory options)
New	2025	POLARIS	R25RSU99AL	4XARSU997S8755569	755569	\$27,795.00

Options:

Dealer Unit Price	\$27,795.00
Factory Options	\$0.00
Added Accessories	\$683.64
Freight	\$0.00
Dealer Prep	\$0.00

SELF CANCELING T/S KIT POL K-ACCY,MIRROR,SIDE,DOOR,RGR Labor to install turn signals	\$330.65 \$152.99 \$160.00	D Trade Allowance D Payoff	\$28,478.64 \$0.00 \$0.00
Labor to install Mirrors Notes: Free Freight (\$1595) +Polaris Gov. Disc. (\$1750) - C&C price	\$40.00 Discount (\$1054) = Salé	D Net Trade Net Sale (Cash Price - Net Trade) Sales Tax Title/License/Registration Fees Document or Administration Fees Credit Life Insurance Accident & Disability	\$0.00 \$28,478.64 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Trade Information		Total Other Charges Sub Total (Net Sale + Other Charges) Cash Down Payment	\$0.00 \$28,478.64 \$0.00
		Amount to Pay/Finance	\$28,478.64
Manthly Devented 60.0	0 Frank Mar		

#### Monthly Payment of \$0.00 For 1 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid incebledness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in linits described above are free of all liens and encumbrances except as noted.

"With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Customer Signature

Dealer Signature

Thank You for Your Business!

A	aron 10456 Sta	Shorj	6 111		RIS					
	(660) 328-	te Route B, 6627		а, мо 6353 ote	36	944 6 miles we then north 7 - 1 4 W 9	n on B 13	miles		
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SUS PRIMITING AND GRAPHIES LLC. 1 800.279 2234

21



	Quote Summary	
Prepared For:		Prepared By:
City Of Ottumwa IA	Ot Phone	ayton Cossolotto Sinclair Tractor 804 S Madison tumwa, IA 52501 a: 641-682-4683 inclairtractor.com
	Quote Id:	31346647
	Created On:	17 July 2024
	Last Modified On:	17 July 2024
	Expiration Date:	26 July 2024
Equipment Summary	Selling Price Qty	Extended
JOHN DEERE GATOR™ XUV825M S4 (Model Year 2024)	\$ 34,000.00 X 1 =	\$ 34,000.00
Equipment Total		\$ 34,000.00
	Quote Summary	
	Equipment Total	\$ 34,000.00
	SubTotal	\$ 34,000.00
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 34,000.00
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 34,000.00

Salesperson : X \_\_\_\_\_



## Selling Equipment

Quote Id: 31346647

	JOHN DEERE GATOR™ XUV82	5M S4 (N	odel Year 2024	.)
Hours:				
Stock Number	:			
				Selling Price
Code	Description	01-	11-14	\$ 34,000.00
Code 57ECM	Description	Qty	Unit	Extende
57ECM	GATOR <sup>™</sup> XUV825M S4 (Model Year 2024)	1	\$ 20,699.00	\$ 20,699.0
	Standard Options	- Per Unit		and the second
0202	United States	1	\$ 0.00	\$ 0.0
0505	Build To Order	1	\$ 0.00	\$ 0.0
1027	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Steel Wheels	1	\$ 0.00	\$ 0.0
2007	Bench Seat - Black	1	\$ 0.00	\$ 0.0
2350	Park Position in Transmission	1	\$ 0.00	\$ 0.0
2500	Green and Yellow	1	\$ 0.00	\$ 0.0
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	\$ 0.0
3100	Manual Lift	1	\$ 0.00	\$ 0.0
4000	OSR Nets	1	\$ 0.00	\$ 0.0
4030	Black Roof	1	\$ 792.00	\$ 792.0
4152	Rear Bumper	1	\$ 311.00	\$ 311.0
4201	Front Brush Guard	1	\$ 330.00	\$ 330.0
	Standard Options Total			\$ 1,433.0
- undar	Dealer Attach	ments	and the second	
BUC10256	Door Seal kit (4 pass)	1	\$ 203.30	\$ 203.3
BUC10293	Poly Door Cab (4 pass)	1	\$ 8,532.19	\$ 8,532.1
BM24561	Occupant Protective Structure (OPS) Rear Panel	1	\$ 726.53	\$ 726.5
BM25922	OPS Abrasion Resistant Full Windshield	1	\$ 809.99	\$ 809.9
BM21392	Winch accessories kit	1	\$ 174.41	\$ 174.4
BUC10682	WARN VRX 2041-kg (4500-lb) winch	1	\$ 890.24	\$ 890.2
BUC10694	Winch Kit, Bumper Mount 4500 lb	1	\$ 345.61	\$ 345.6
BUC11245	Turn Signal Light Harness Kit	1	\$ 180.83	\$ 180.8
BUC10609	Turn Signal Light Kit, Front & Rear	1	\$ 372.36	\$ 372.3
BM23370	Horn Kit	1	\$ 138.03	\$ 138.0
	Dealer Attachments Total			\$ 12,373.4
	Value Added Services Total			\$ 0.0
	Other Cha	rges	and the second second	- Altered
	Setup	1	\$ 2,500.00	\$ 2,500.0
	Other Charges Total			\$ 2,500.



## Selling Equipment

Quote Id: 31346647

Suggested Price		\$ 37,005.49
Customer Discou	ints	
Customer Discounts Total	\$ -3,005.49	\$ -3,005.49
Total Selling Price		\$ 34,000.00



Item No. <u>B-6.</u>

#### CITY OF OTTUMWA

Staff Summary

\* ACTION ITEM \*\*

Council Meeting of: August 6, 2024

John Lloyd WPCF Superintendent Prepared By

Public Works - WPCF Department

Phillip Burgmeier Public Works Director Department Head

City Administrator Approval

AGENDA TITLE: Air Monitor Replacement

**RECOMMENDATION:** 

Approve the purchase of 6 gas monitors, 2 oxygen sensors, 2 Hydrogen Sulfide sensors, 2 controllers, calibration kits and junction boxes in the amount of \$53,539.00

#### DISCUSSION:

We can no longer get some parts for the current air monitors we are using, to the point where we do not allow anyone in the basement of the Headworks Building without a portable monitor. This is purely a health and safety issue for the staff that operate and work within the facility. 6 Monitors at \$4,526 ea., 2 Oxygen sensors at \$3,786 ea., 2 Hydrogen Sulfide sensors at \$3,939 ea., 2 Sentry Controllers at \$6,845 each, and various Calibration kits and 7 junction boxes for \$4968.

It is recommended to approve Air Monitor Replacement in the amount of \$53,539.

We are not including any other quotes as this is proprietary equipment that we will be using with current equipment.

This purchase would come from line item <u>610-8-815-6399</u> which was budgeted <u>\$62,000</u>. With approval of this expenditure the remaining balance is 8,461.00 from this Capital Project line in the 610-8-815-6399 fund.

## DanCo Systems, Inc.

11101 Johnson Drive Shawnee Mission, KS 66203 913-962-0600 fax 913-962-0622

City of Ottumwa John Lloyd 641-683-0641 Iloydj@ottumwa.us

#### QUOTATION

July 24, 2024

Quote # : Ott72424 Terms: Net 30 days Freight: Pre-paid & add F.O.B.: Shipping Point Lead Time: 2-5 weeks Valid: 30 days

We are pleased to offer, for your consideration, our quotation on the following:

tem	Qty	Description	Unit Price	Extended Price
1	6	A-X5000-0M010-AA-0-T2	\$4,526.00	\$27,156.00
		MSA Ultima X500 Gas Monitor, Single Sensor with display		1000
		AA = IR combustible 0-100% LEL- Methane (5.0%)		
		FM Approval, Analog/HART/Relays/Bluetooth, SS Tags		
2	1	A-X5000-0M010-15-0-T2	\$3,786.00	\$3,786.00
11		MSA Ultima X500 Gas Monitor, Single Sensor with display		1.1.2.1.2.1
		15 = Oxygen 0-25% (FM only)		1 2
		FM Approval, Analog/HART/Relays/Bluetooth, SS Tags		1012
3	1	A-X5000-0M010-21-0-T2	\$3,939.00	\$3,939.00
		MSA Ultima X500 Gas Monitor, Single Sensor with display		
		21 = Hydrogen Sulfide 0-50 ppm		
		FM Approval, Analog/HART/Relays/Bluetooth, SS Tags		
4	2	10214616	\$6,845.00	\$13,690.00
		MSA SentryiO CONTROLLER, 8PT, 32RLY, 8AO, STD		
5	1	CalKit1 - Calibration Kit	\$424.00	\$424.00
	1	10028032 = Cylinder, 2.5% methane in air	\$383.00	\$383.00
	1	10028028 = Cylinder, 20.8% oxygen in nitrogen	\$383.00	\$383.00
	1	10028062 = Cylinder, H2S in nitrogen, 40 ppm	\$383.00	\$383.00
6	7	10213892 = JB5000 Junction Box, 3/4" NPT, FM/CSA/ATEX/IEC	\$485.00	\$3,395.00
		For remote mounted Methane and H2S Sensors		
	-		Grand Total:	\$53,539.00

If the above quotation should result in an order, please make your purchase order out to:

Mine Safety Appliances c/o DanCo Systems, Inc. 11101 Johnson Dr Shawnee, KS 66203

And email to : ORDERS@dancosystems.com

We appreciate the opportunity to quote the above equipment, and look forward to receiving your valued order and working with you on your application. Please do not hesitate to contact us should you have any questions.

Please Note: A convenience fee of 3.5% will be added to all credit card orders.

Sincerely,

Jill Barrier DanCo Systems, Inc. jbarrier@dancosystems.com



# Fixed Gas and Flame Detection for the Water & Wastewater Industries



There are various standards that guide safety in the operation of water and wastewater treatment plants. MSA products are engineered to meet these standards as they specifically apply to fixed gas and flame detection (FGFD) applications.

The NFPA 820 Standard for Fire Protection in Wastewater Treatment and Collection Facilities establishes minimum requirements for protection against fire and explosion hazards. Specifically the standard applies to:

- (1) Collection sewers
- (2) Trunk sewers
- (3) Intercepting sewers
- (4) Combined sewers
- (5) Storm sewers
- (6) Pumping stations

required.

- (7) Wastewater treatment plants
- (8) Sludge-handling facilities
- (9) Chemical-handling facilities
- (10) Treatment facilities
- (11) Ancillary structures
- MSA FGFD products comply with NFPA 820 standards when

In addition, MSA FGFD products meet the needs for atmospheric gas monitoring in water and wastewater treatment plants as associated with oxygen deficiency in permitted spaces and commonly found toxic gases such as hydrogen sulfide (H,S), carbon monoxide (CO), sulfur dioxide (SO<sub>2</sub>) and chlorine (Cl.,). MSA FGFD products can be used to comply with OSHA: Standard 1910.148 Appendix E Sewer System Entry guidelines when fixed gas monitoring is required.

"Atmospheric monitoring. Entrants should be trained in the use of, and be equipped with, atmospheric monitoring equipment which sounds an audible alarm, in addition to its visual readout, whenever one of the following conditions are encountered: Oxygen concentration less than 19.5 percent; flammable gas or vapor at 10 percent or more of the lower flammable limit (LFL); or hydrogen sulfide or carbon monoxide at or above 10 ppm or 35 ppm, respectively, measured as an 8-hour time-weighted average.

# PEOPLE, PLACES & PLANET

### Fixed Gas and Flame Detection for the Water & Wastewater Industries

#### ULTIMA® X5000 Gas Transmitter

The ULTIMA X5000 Monitor takes gas detection to a whole new level.

- Featuring an Organic LED (OLED) display and bright status LEDs for extreme visibility
- An industry first—a touch-button interface for an intuitive user experience and tool-free operation
- TruCal<sup>®</sup> technology actively monitors the sensor integrity and compensates for environmental factors that cause regular electrochemical sensors to drift
- · Automatically self-checks 4x/day
- · Reduces downtime
- Three year warranty on XCell<sup>®</sup> sensors
- SafeSwap enables safe and quick replacement of gas sensors without turning off the instrument

- Dual sensor capability doubles the sensing power with half of the footprint of a single gas transmitter
- Bluetooth wireless technology allows mobile device to act as an HMI screen and controller. The X/S Connect App is designed with high security standards and provides real-time information to your mobile device.
  - Check status and get alerts up to 75 ft. (23 m) away
  - Reduce set-up time by at least 50%
- Identical footprint and wiring as the ULTIMA X series makes retrofits simple using the existing conduit and wiring as well as an integral mounting bracket







### **TG5000 Gas Monitor**

The TG5000 Gas Monitor detects hydrogen sulfide ( $H_2S$ ), carbon monoxide (CO), chlorine ( $Cl_2$ ), other toxic gases, combustible gases, and oxygen deficiency or enrichment. The TG5000 Gas Monitor offers affordable monitoring solutions for a variety of needs.

- Multiple sensor mounting options to include sensor placement in classified areas
- · AC- or DC-powered
- Two (2) on-board relays for alarms
- LED display with highly visible LED indicators
- Piezo horn with horn silence button
- Simple push-button calibration
- Available as single-point or 2-point unit
- Utilizes Ultima X5000 technology and sensors
- Battery backup (optional)

Advanced features include sensor disconnect under power, interchangeable smart sensors and onboard LEDs and relays.

### **Chemgard Photoacoustic Infrared Gas Monitor**

The stable, durable Chemgard Photoacoustic Infrared Gas Monitor is purpose-built and detects ppm levels of gases for a wide variety of applications in water & wastewater treatment processes.

- Precise, efficient, high-performance monitoring for many compounds such as methanol, VOC hydrocarbons to monitor for fuel leaks in stormwater and wastewater collection systems, carcinogenic solvents and other toxic gases
- Ability to monitor in hazardous electrical class locations: NEC Class I, Div. 1 and 2
- Sampling handling module with pump can expand to monitor up to 8 locations with 3 levels of alarms
- · Easy-to-read display





## Fixed Gas and Flame Detection for the Water & Wastewater Industries

#### **SENTRY io® Controller**

The SENTRY io brings control and reliability into the hands of operators with an easily-configurable, wall-mounted controller that supports up to sixteen gas and flame detection channels. Designed to meet the demanding and increasingly complex needs of industrial processes, the SENTRY io Controller delivers a unique, streamlined user experience with total control. The SmartStart Configuration Wizard guides users through the setup process during commissioning, saving valuable time.

- Integrated CPU and 7" (178 mm) HMI touchscreen
- . 8 or 16 analog input channels
- · Configurable with 6 user-assignable discrete inputs
- Options of up to 56 relays
- · 3 common relays: fault, alarm, and panel horn
- Internal buzzer (85 dB)
- Modbus TCP/IP
- EtherNet/IP™ for Allen-Bradley® DLR
- NEMA 4X, Fiberglass housing



The SUPREMATouch Controller is a SIL 2 rated, wall-mounted gas and fire warning system for large area building monitoring throughout wastewater treatment plants. It can be used with a wide range of detectors including flammable and toxic gas, oxygen, smoke, fire and heat and manual call points.

The SUPREMATouch includes a large color touchscreen display for easier and user-friendly operation, enhanced processing power and addressable fire and detector capability. Latest hardware and software technology permits simple planning, installation, configuration, integration and operation.

The compact, modular design of the SUPREMATouch allows it to be economically tailored for each application and be extended and adapted any time to meet changing sensor and alarm requirements. Designed around standard industrial 19" racks, SUPREMATouch provides signal processing for up to 256 inputs and 512 outputs and the ability to distribute the system over up to 8 racks using satellites to minimize installation cost.

### 9010/9020 Controller

The 9010/9020 SIL controller comes with advanced design and innovative features. The 9010 controller operates with one independent sensor, while the 9020 operates with two independent sensors per control module. Each module comes with an independent AC/DC power supply for increased system reliability. Both units feature full internal diagnostics, which minimize false alarms and unexpected down time. The controller powers up the remote gas detectors, while its large four-digit LCD and LED provide crucial information such as gas concentration, alarm status and more. SIL 2 certified.









### Custom Products and Accessories

Customized systems for your specific application.

#### Achieving NFPA 820 Compliance with MSA Custom Product Solutions:

### TriGas X5000 Monitoring System

The MSA TriGas X5000 Monitoring System is an integrated combustible gas monitoring product solution to meet compliance to NFPA 820: Standard for Fire Protection in Wastewater Treatment and Collection Facilities. With additional features this product also takes into consideration placement in both NEC Class I, Div. 1 and 2 hazardous classification areas to comply with NFPA 70: National Electric Code and NFPA 497: Recommended Practice for the Classification of Flammable Liquids, Gases, or Vapors and of Hazardous (Classified) Locations for Electrical Installations in Chemical Process Area when standard practice dictates separation of electronics from sources of gas leaks.

Areas of wastewater treatment plants that are subject to flooding such as wet wells and influent headworks, are ideal for the TriGas X5000 System. The system monitors for oxygen, hydrogen sulfide and combustible gases (methane or petroleum vapors). In addition, the system is specifically designed for optimum performance in harsh high-moisture environments.

The TriGas X5000 Monitoring System with expanded features is built on the basic TriGas design used with the successful Ultima X product. The system is mounted in a wall-mounted NEMA 4X fiberglass or stainless steel enclosure to include combustibles,  $H_2S$  and  $O_2$  gas monitors, sample pump and end-line filter, power supply and alarming system to include buzzer and strobe light.

#### Additional optional features include:

- (1) The capability to handle both single or dual zone for two sample inlets for non-classified and NEC Class I, Division 2 areas and added protection to handle NEC Class I, Division 1 applications where combustible gas is always present.
- (2) Integral heater option for freeze protection.
- (3) PLC used to control all alarming functions and capability to add additional discrete dry-contact alarm relays when required.





## Fixed Gas and Flame Detection for the Water & Wastewater Industries

#### TriGas X5000 Flow Panel Monitoring System

In pumping station applications where the end-user does not have the need to house TriGas system components within a wall-mounted enclosure and only require minimal features, then the TriGas X5000 Flow Panel Monitoring System can be used to meet NFPA 820 compliance.

The basic TriGas X5000 Flow Panel consists of up to three sensors with the Ultima X5000 gas monitors and sample pump mounted on a plate, with onboard relays to provide local alarms. The flow panel design can be configured for either a single or dual zone design for monitoring two sample points independently.

The TriGas X5000 Flow Panel Monitoring System can also be used where workers will enter and work within confined spaces for extended time periods. With additional mounting feet and handle, the unit can be placed near the confined space entrance, alerting workers as to the confined space's atmospheric conditions. This solution can be used to comply with OSHA: Standard 1910.148 Appendix E Sewer System Entry guidelines when fixed gas monitoring is required.

For dry wells and applications where a gas monitoring station is required with use of remote sensors, mounting the Ultima X5000 on a MSA plate assembly with power supply, horns and strobes is an ideal solution to meet site compliance to NFPA 820 standards. The dual remote sensor option of the Ultima X5000, whether mounted in ambient air or ducts, can extend to 328 feet away from the transmitter. A complete assembly pre-wired supplied with engineered drawings saves contractor installation costs.



### Achieving Environmental Compliance with MSA Custom Product Solutions: Odor Scrubber Monitoring System

With the increased concern about clean air, many wastewater treatment plants have added scrubber systems and biofilters to control odors and pollution from hydrogen sulfide (H<sub>2</sub>S) and other waste biogases. Known for its rotten egg smell, H<sub>2</sub>S is a colorless, clear toxic gas that is a potential danger to employees and frequently is the source of obnoxious odor complaints from nearby downwind residents and businesses.

The MSA Scrubber Monitoring System is a pre-engineered solution for monitoring  $H_2S$  at strategic points before and after both wet or dry scrubbers or biofilter system. The system provides the uservaluable real-time  $H_2S$  removal efficiency data that provides plant operations critical information for optimum control.

Built to withstand harsh outdoor environments and high-moisture samples, the Scrubber Monitoring System is housed in a heated NEMA 4X enclosure and includes an Ultima X5000 gas monitor, pump, filter, calibration port and 3-way valve. Maintenance and calibration are simple procedures. If an obstruction occurs in the sample line, the unit provides a flow failure indication.

#### Benefits:

- Ensures that your scrubber functions and meets EPA requirements
- Indicates breakthrough for carbon bed scrubbers.
- · Controls chemical feeds for wet scrubbers
- Conserves expensive chemicals
- · Eliminates odor complaints from the community





### MSA Custom Products Solutions for the Municipal Market

Application/Gases	Product		Features
Pumping Stations: Wet Wells and Lift Stations • 0-100% LEL methane • 0-50 ppm H <sub>2</sub> S • 0-25% 0 <sub>2</sub>	Trigas X5000 Flow Panel	<ul> <li>Meets NFPA 820</li> <li>Wall-mounted panel with pump</li> <li>Single or dual zone</li> <li>NEC Class 1, Div. 1 and 2 sample and install location</li> </ul>	
	Trigas X5000 System	<ul> <li>Meets NFPA 820</li> <li>Wall-mounted enclosure with pump</li> <li>Single or dual zone</li> <li>NEC Class 1, Div. 2 sample and install location</li> <li>Alarming: strobe and buzzer</li> <li>Optional heater for freeze protection</li> </ul>	
Headworks Buildings and Pumping Station Dry Wells • 0-100% LEL methane • 0-50 ppm H <sub>2</sub> S • 0-25% 0 <sub>2</sub>	X5000 Alarming Panel	<ul> <li>Meets NFPA 820</li> <li>Wall-mounted panel</li> <li>Remote Sensors</li> </ul>	
Plant Holding Tanks • 0-100% LEL methane	X5000 Alarming Flow Panel	<ul> <li>Meets NFPA 820</li> <li>Wall-mounted enclosure with pumps</li> <li>Dual zone with optional remote sensor</li> </ul>	
	Multigard 5000	<ul> <li>Meets NFPA 820</li> <li>8-pt; 16-pt; 32-pt system</li> <li>Equipped with methane cabinet monitor</li> <li>NEC Class 1, Div. 2 sample in GP install location</li> </ul>	
Sludge Dryer • 0-100 ppm CO	X5000 Flow Panel (ES105) with Inertial Filter	<ul> <li>Wall-mounted flow panel</li> <li>Inertial filter for high particulate sampling supplied loose.</li> </ul>	
Odor Scrubbers and Biofilters • 0-50; 0-500 ppm H <sub>2</sub> S	X5000 Odor Scrubber Monitoring System	<ul> <li>Wall-mounted or flange-mounted enclosure with pump</li> <li>Heater</li> </ul>	



MSA Fixed Gas & Flame Detection Systems are designed to help our customers meet NFPA Standard 820 as indicated below.

Hazard Location	Flame Detection	Methane	Oxygen	Hydrocarbon	Chlorine	Hydrogen Sulfide	Carbon Monoxide	Carbon Dioxide	Sulfur Dioxide	Ammonia
ANAEROBIC DIGESTERS, BOTH FIXED & FLOATING COVER*										
DIGESTER CONTROL BUILDING	1990									
DIGESTER GAS PROCESSING ROOMS										
UNDERGROUND (PIPING) TUNNELS CONTAINING NATURAL OR SLUDGE GAS PIPING										
IN-VESSEL COMPOSITING*										
ALCOHOL STORAGE										
INCINERATORS										
CHLORINATION ROOM	23.44									
CHLORINE STORAGE TANKS & ROOM										
AMMONIA STORAGE TANKS & PIPES										
DE-CHLORINATION PROCESSES										
SULFUR DIOXIDE STORAGE TANKS	而得去									
WET WELLS (STORM WATER, RESIDENTIAL WASTEWATER)										
PUMPING STATIONS	100-5									
COURSE & FINE* SCREEN FACILITIES										
FLOW EQUALIZATION TANKS*	10.5	- #								
GRIT REMOVAL TANKS*										
PRE-AERATION TANKS*	Set 5									
PRIMARY SEDIMENTATION TANKS*										
OXYGEN AERATION TANKS	1999									
SCUM HANDLING BUILDING*										
SCUM PITS*	iner'									
SCUM PUMPING AREAS" WET & DRY SIDE										
SLUDGE THICKENER*	S. Barr									
SLUDGE STORAGE AREAS*										
SLUDGE BLENDING TANKS* AND HOLDING WELLS	1381									
ODOR CONTROL SYSTEM ACCESS										
COMPOSTING PILES										
DEWATERING BUILDINGS										
ANAEROBIC DIGESTION GAS STORAGE	1									
UNDERGROUND (PIPING) TUNNELS NOT CONTAINING NATURAL OR SLUDGE GAS PIPING										

\*If building is enclosed.

Note: This Bulletin contains only a general description of the products shown. While product uses and performance capabilities are generally described, the products shall not, under any circumstances, be used by untrained or unqualified individuals. The products shall not be used until the product instructions/user manual, which contains detailed information concerning the proper use and care of the products, including any warrings or cautions, have been thoroughly read and understood. Soecifications are subject to change without prior notice. MSA is a registered trademark of MSA Technology, LLC in the US, Europe, and other Countries. For all other trademarks visit https://us.msasafety.com/Trademarks.

MSA operates in over 40 countries worldwide. To find an MSA office near you, please visit **MSAsafety.com/offices**.

MSAsafety.com

## Item No. B-7.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: August 6, 2024

Engineering Department Phillip Burgmeier Prepared By Hil b. Jones

Department Head

Administrator Approval

City Administrator Approval

AGENDA TITLE: Resolution #174-2024. Approve the purchase of a 2024 Chevrolet Colorado 4WD crew cab pickup for the Engineering 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: Pass and adopt Resolution #174-2024.

DISCUSSION: This vehicle is to replace truck #33. The Fleet Committee approved the purchase at their December 23, 2023 meeting and the specs were approved at their May 29, 2024 meeting.

Quotes or bids were received from Pat McGrath Chevrolet and Stiver's Ford Lincoln. Pat McGrath was the low bidder at \$41,271.00. Since the bid came in over budget, Engineering reached back out to the bidders to see if they had a cheaper option available. Both bidders came back with a small truck platform option. McGrath bid a Chevy Colorado 4WD Crew Cab for the price of \$38,765.00 that meets our needs. This price is still over the original budget. To offset the difference, Engineering would like to transfer funds from Fund 001-2-260-6625, to Fund 001-2-260-6710 (Automotive Equipment) to make the purchase. This truck is currently on the lot at the dealership, but availability is scarce which could mean a longer waiting period if we delay the purchase.

Engineering Budget: \$36,500 Fund 310-2-261-6710 \$ 2,265 Fund 001-2-260-6625

Total: \$38,765

Source of Funds: 310-2-261-6710 001-2-260-6710 Budgeted Item: Yes

#### RESOLUTION #174-2024

#### A RESOLUTION APPROVING THE PURCHASE OF A 2024 CHEVROLET COLORADO 4WD CREW CAB PICK-UP FOR THE ENGINEERING DEPARTMENT

- WHEREAS, The Fleet Committee approved the purchase of a new pick-up for the Engineering Department at its December 23, 2023 meeting to replace vehicle #33; and
- WHEREAS, The specs were approved by the Fleet Committee at its May 29, 2024 meeting; and
- WHEREAS, The Finance Director has authorized the order of a replacement vehicle for the Engineering Department.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of a 2024 Chevrolet Colorado 4WD crew cab pick-up for the Engineering Department is hereby approved.

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

CITY OF OTTUMWA, IOWA

mesun Richard W. Johnson, May

ATTEST:

hard

Christina Reinhard, City Clerk

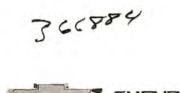
# Full Size Truck

DESCRIPTION Bid Cab Type	Yes	No	ath Fleet and Con Explanation	nmercial Price	Yes	S	tivers Ford Linc Explanation	oln Price
DESCRIPTION	Yes	No	Explanation		Yes			
Bid	Yes	No	Explanation		Yes			
Bid	Yes			Price	Yes	No	Explanation	Drico
		Ch	1.0				CAPIanation	Frice
Cab Type			nevrolet Custom	\$40,671.00			Ford F-150	\$43,204.00
			Extended				Extended	
Spray in Bedliner		x		\$600.00	x		incl.	
onal Equipment	-							
				\$0.00	1			\$0.00
	-			\$41,271.00				\$43,204.00
	onal Equipment	nal Equipment	nal Equipment	nal Equipment	\$0.00	\$0.00	\$0.00	\$0.00

Smaller Truch

ABULATION FOR								
Engineering Truck-Replace #33		_						
7/31/2024								
		McGr	ath Fleet and Con	nmercial		S	tivers Ford Linc	oln
DESCRIPTION	Yes	No	Explanation	Price	Yes	No	Explanation	Price
Base Bid	The state	Chevrolet Colorado		\$38,765.00		1.11	Ford Ranger	\$46,625.00
Cab Type			CREW				CREW	
Optional Equipment	_							
Optional Equipment				\$0.00				\$0.00
	-			\$38,765.00				\$46,625.00
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Mc Grath



### CHEVROLET

2024 COLORADO 4WD LT CREW CAB

#### EXTERIOR: SUMMIT WHITE INTERIOR: JET BLACK

4WD LT FORTHER

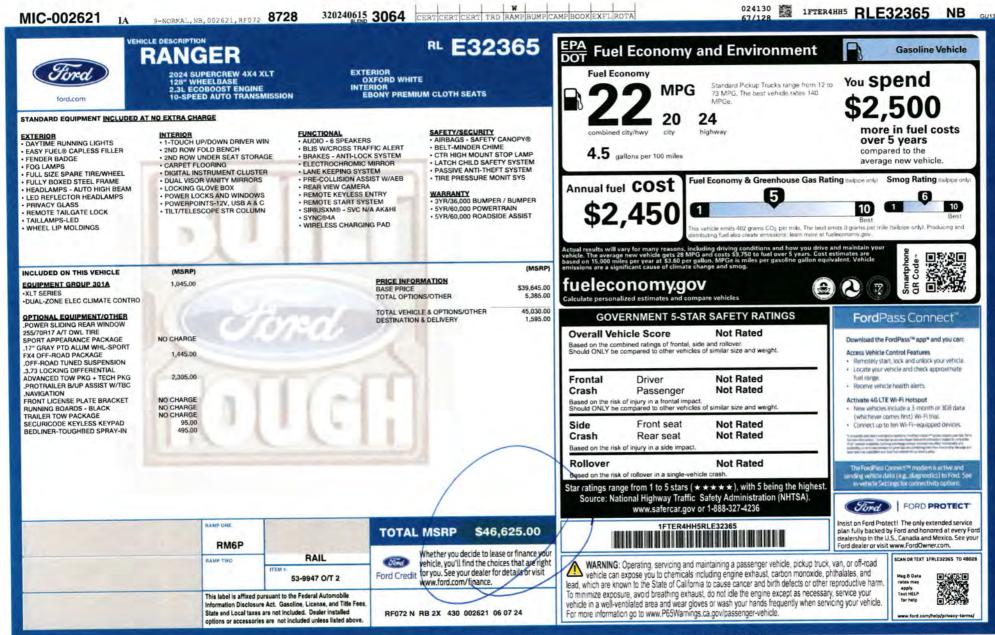
ENGINE, 2.7L TURBOMAX TRANSMISSION, 8-SPEED AUTOMATIC

A PULL THIS STRIP TO EXPOSE ADHESIVE

	the second second				Visit us at www	.chevy.com		_
STANDARD EQUIPMENT INSTANTINED BLOW ME NO LIDED AT NO EXTRA CHARGE IN WE STANDARD VEHICLE PHILE SHOWN DWNER BENEFITS BUMPER-TO-BUMPER LIMITED WARRANTY 5 YEARARD,000 MILE* 90WERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION FIRST MAINTENANCE VSIT 'WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS PERFORMANCE & MECHANICAL TRANSFER CASE SINGLE SPEED 9 WHEELS, 17" ARGENT METALLIC ALUMINUM TRES, ALL-SEASON, BLACKWALL 4 JUTOMATIC START/STOP	CONNECTIVITY & TECHNOLOGY • 3 YEARS REMOTE ACCESS PLAN; ONSTAR & WI-FI DATA CAPABLE SEE ONSTAR.COM FOR TERMS • SIRIUSXM AUDIO WITH SXM TRIAL SUBSCRIPTION • KEYLESS OPEN AND START • PUSH BUTTON START • PUSH BUTTON START • HITCH VIEW INTERIOR • 11.3" DIAG ADVANCED COLOR LCD DISPLAY WITH GOOGLE BUILT-IN COMPATIBILITY INCLUDING NAV CAPABILITY, CONNECTED APPS • WIRELESS APPLE CARPLAY/ ANDROID AUTO FOR COMPATIBILE PHONES • DRIVER INFORMATION CENTER, 11 DIAGONAL DIGTRAL DISPLAY • JET BLACK CLOTH SEATS • SEAT ADUSTER, FRONT	PASSENGER 4-WAY MANUAL • SEAT, REAR GO/40 SPLIT-FOLL W/ FOLDING BENCH WITH STOI • REAR SEAT REMINDER • STEERING WHEEL, WRAPPED • WINDOW, POWER WITH FRON' EXPRESS DOWN • CENTER CONSOLE, FLOOR • LIGHTING, INTERIOR, DUAL READING LAMP <b>EXTERIOR</b> • MEADLAMPS, HALOGEN • CORNERSTEP, REAR BUMPEN • TAILGATE, REMOTE LOCKING <b>SAFETY &amp; SECURITY</b> • CHEVY SAFETY ASSIST: • INTELLIBEAM-AUTO HIGH BEA • FORWARD COLLISION ALERT • LANE KEEP ASSIST W/ LANE DEPARTURE WARNING	T PASS • TEEN DRIVER MORINACTI STANDARD VEHICLE PR OPTIONS NSTALLED BY THE MANN OPTIONS INSTALLED BY THE MANN STANDARD VEHICLE STAT • GWAY DRIVER POWER ADJUSTER • TIRE, SPARE, ALL-SEA' BLACKWALL • INSIDE REARVIEW MIRI DIMMING	RER 5 SUGGESTED RETAL PRICE ICE \$35,200.00 C ACTURER MAY REPLACE GE I: 2,450.00 IT SEAT SON ROR, AUTO ENGER RGING	POWER DUAL OUTSI HEATED LT CONVENIENCE PAC EZ LIFT AND LOWER TAILGATE KEYED CY FOG LAMPS, FRONT TILT AND TELESCOP STEERING WHEEL STOWFLEX TAILGAT TAILGATE, STORAGE VISORS, DRIVER & F ILLUMINATED VANTT REAR WINDOW, SLIC REAR ANDOR CONTROL AUTO LOCKING REAR DIFFERENTIAL REAR ALLE 3.42 RATIO TOTAL OPTIONS TOTAL VEHICLE & OPTI	KAGE: 1,270.00 TALGATE LINDER LOCK LED E, STORAGE COMPARTMENT RONT PASS. / MIRRORS IMG AOSTER E CONTROL 325.00 D INC. \$4,045.00	TOTAL VEHICLE PRICE Disca-+S - 207 38,76	
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07/30/2024

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### Item No. F.-1.

#### CITY OF OTTUMWA

#### Staff Summary

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

Council Meeting of: \_\_\_\_\_August 6, 2024

WPCF Department Phillip Burgmeier Prepared By

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #176-2024 Approving the Plans, Specifications, Form of Contract and Estimated Cost for the WPCF Aeration System Improvements Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #176-2024.

DISCUSSION: Two contracts were let in the fall of 2023 to purchase equipment for aeration system improvements to the Water Pollution Control Facility (WPCF). Work under this contract will modify the existing blowers to better align with current aeration needs and install previously purchased equipment so the aeration demand will be constantly adjusted to the actual demand. This will prevent under aeration as demand increases and over aeration as demand decreases.

X

Bids will be received and opened by the City of Ottumwa on August 28, 2024 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on September 3, 2024, or at a later date as determined by staff.

This estimate for this contract is \$306,574. This is more than the \$265,858 remaining in the budget for construction of the improvements. The increase is cost is due inflation that has occurred since the project budget was set in the fall of 2022. Additional funding, if needed, will come from the sewer fund balance.

#### **RESOLUTION #176-2024**

#### A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR WPCF AERATION SYSTEM IMPROVEMENTS PROJECT

- WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,
- WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

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

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

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

hard Christina Reinhard, City Clerk

#### SECTION 00010 NOTICE OF PUBLIC HEARING

The City Council of Ottumwa, lowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "WPCF Aeration System Improvements, Ottumwa, Iowa" at 5:30 o'clock p.m. on August 6, 2024, in the Council Chambers, Bridge View Center, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project.

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

Modify aeration piping and install owner furnished valves, sensors, and flow meters. Furnish and install conduit, electrical wiring, and control wiring. Program SCADA to integrate new instrumentation and control valves. Coordinate with and assist Howden who is separately contracted by the owner to replace impellers on existing blowers, perform class 1 servicing on the blowers, and upgrade the master control panel.

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

By: Richard W. Johnson Mayor

ATTEST:

Christina Reinhard, City Clerk Published: August 1, 2024

Item No. F.-2.

### CITY OF OTTUMWA Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of : Aug 6, 2024

Planning & Development

Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Ordinance No. 3233-2024: An Ordinance Amending the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) by Changing the Zoning Classification of Property Known a§ 1014 N Elm from R-2 to R-4 in the City of Ottumwa, Wapello County, Iowa.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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

RECOMMENDATION: Open public hearing,

Receive public comment, Close public hearing, Approve first consideration of Ordinance No. 3233-2024.

DISCUSSION:

Applicant seeks rezoning for the property currently used as the Family Crisis Center from R-2 Two-Family Residential to R-4 Multifamily Residential (Medium Density) to create nine multifamily dwelling units. The project would be completed by Central Iowa Shelter and Services/Rolling Hills Coalition with funding assistance from the State of Iowa. The dwelling units would be used to support the mission of eliminating homelessness in

**Budgeted Item:** 

Wapello County by providing permanent supportive housing.

Section 38-966 requires reviewing the following elements in order to consider a rezoning:

1. Conformance to Future Land Use Plan: The Future Land Use Plan identifies the parcel as suitable for Low Density Residential Land Use. This Land Use and Zoning Compatibility Matrix does not identify the R-4 zone as compatible with Low Density land use. The property is already used by the Family Crisis Center for a use that doesn't conform with Low Density land use, Staff recommends the Land Use Plan should be amended to mark this property as suitable for Medium Density Land Use to match the current use and the existing nature of the development.

2. Conformance to goals and objectives of the Comprehensive Plan: The rezoning would advance a number of Comprehensive Plan Goals including:

a. Continue partnerships with community development to build new housing;

b. Idenify infill areas for new housing development;

c. Build new housing to ensure that all Ottumwans who qualify for federal housing choice vouchers can find quality places to live.

The rezoning would also advance priorities in the 2022 Ottumwa Housing Plan including adding new units toward the goal of building 500 units by 2030.

3. Compatibility with surrounding development: The surrounding development includes a mix of single family and multifamily housing. Directly to the south, 944 N Elm is an apartment building. There are townhomes at 1103 N Elm and the Ottumwa Housing Authority owns a low-to-moderate income development roughly 700 feet north at 1102 N Elm. Multifamily use is not incompatible with the surrounding neighborhood and the current use of the building is more consistent with multifamily use.

4. Potential hardships or nuisances for surrounding development: Multifamily residential use is generally consistent with the current use and nuisances and hardships are not anticipated for the surrounding development. Supportive housing entails a host of services meant to support the residents in integrating into the community and out of homelessness.

5. Public utilities: Development will be served by existing utilities.

6. Trend of development: There is a trend toward new housing development generally in the area, with the previously mentioned multifamily projects as well as new single-family housing under construction to the east on in Christner's Second Subdivision.

The Plan and Zoning Commission will make a recommendation on this item at the August 5 meeting. That recommendation will be shared at the Council meeting.

#### ORDINANCE NO. 3233-2024

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY KNOWN AS 1014 N ELM FROM R-2 TO R-4 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

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

#### SECTION 1

Zoning Ordinance #3105-2015 of the City of Ottumwa, Iowa, as amended and as set forth in Chapter 38 of the Municipal Code, City of Ottumwa, Iowa be and the same is hereby amended and changed to conform with this ordinance and the following described property, to wit:

Lots 30, 31, 32 and 33 in East Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

Be and the same is hereby changed from its present zoning classification of "R-2" Two-Family Residential District to "R-4" Multifamily Residential District (Medium Density).

#### SECTION 2

The official zoning map of the City of Ottumwa, Iowa duly designated as such, and on file in the office of the City Clerk and the Wapello County Recorder, is hereby amended and changed to conform to this ordinance and the City Clerk, pursuant to Section 38-30 of the Zoning Ordinance #3088-2015, as amended, is hereby directed to record a certified copy of this said ordinance with the Wapello County Recorder and attach a certified copy of this said ordinance to the official zoning map.

#### SECTION 3

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 4

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

Passed on its first consideration on the 6th	day of August	, 2024.
Passed on its second consideration on the	day of	. 2024.

Requirement of consideration and vote at two prior council meetings suspended

on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

Final passage and adoption on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF OTTUMWA, IOWA

Richard W Johnson, Mayor

No action taken by Mayor.

\_\_\_\_Vetoed this \_\_\_\_\_day of \_\_\_\_\_\_, 2024.

Richard W Johnson, Mayor

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

\_\_\_\_\_Veto affirmed this \_\_\_\_day of \_\_\_\_\_\_, 2024 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard, City Clerk



Planning and Development City Hall; Room 204 105 East Third Street Ottumwa, IA 52501

А	PPLICATION TO REZON	E PROPERTY					
APPLICANT INFORMA	TION						
Name: Sam Carrell							
Phone: 515.240.7993							
Address: 1420 Mulberry	Street						
City: Des Moines State: Iowa ZIP Code: 50309							
E-mail: scarrell@centralic	owashelter.org						
PROPERTY INFORMAT	ION						
Business Name: Central	Iowa Shelter & Services						
Proposed Property Use:	Refurbish existing Women's C	Crisis group housing units into multi -					
permanent family housi	ng units to address need for lo	ow income housing and support cente					
to prevent homelessness	in Wapello County.						
Property Manager (If diffe	erent from applicant):						
Address:							
City:	State:	ZIP Code:					
E-mail:							
REZONE INFORMATIO	N						
Current Zoning Classifica	tion R2						
Requested Zoning Classif	ication R4						
SIGNATURES							
I authorize the verification required documentation.	n of the information provided	on this form and have attached all					
Signature of applicant:	Ser Canel	Date: 24 June 2024					
Submittal Checklist Full Legal Descri List of all proper Letter to the Plan							

□ Site Plan



Planning and Development City Hall; Room 204 105 East Third Street Ottumwa, IA 52501

Hearings by city planning and zoning commission on proposed amendments, report to city council; hearings by city council. All applications for amendment of the ordinance shall first be submitted to the city planning and zoning commission, who will hold a public hearing in relation to the proposed amendment. At the public hearing, citizens shall have an opportunity to be heard. The planning and zoning commission shall then make a recommendation to the city council. The city council may adopt, reject, or send back to the planning and zoning commission's recommendation after a public hearing before the city council. The planning and zoning commission and city council shall find that the project adequately addresses the following concerns:

(1) The rezoning conforms to the future land use map in the comprehensive plan.

(2) The proposed rezoning is consistent with the goals and objectives of the comprehensive plan.

If the responses for both subsections (1) and (2) are not affirmative, then either the rezoning request recommendation must be denial or the planning and zoning commission and city council must amend the comprehensive plan to provide the required consistency.

(3) The subject property, after the requested rezoning, will be compatible with the character of the surrounding neighborhood, including the existing uses and zoning of the properties near the subject property.

(4) The potential hardships and nuisances (such as noise, neon lights, odors, etc.) of the rezoning request have been adequately considered.

(5) There are adequate public utilities and services available to the land if rezoned. If not, who will have to pay for installing them?

(6) The trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district, supports the rezoning request.

(7) The proposed rezoning amendment is in the public interest and not solely in the interests of the applicant.

#### Summary

Zoning is a tool used to classify and regulate the uses that occur on land within the city. Zoning takes into account past uses but it also is used as a tool to guide future development in a way that makes sense for the community and is outlined in the Comprehensive Plan.

To change a land use classification, or propose a "rezone," The applicant must have a "good reason" or one that is substantiated by the Comprehensive Plan or other planning document that outlines the need for the area of proposed rezone. Staff can help the applicant read the documents to identify if there is a need.

If the applicant decides to apply for a rezone, they must attach all required documentation, submit the fee, and the process can begin.

#### Process

The applicant will complete the application, and staff will begin processing it. The application must have a published notice in the paper, and the applicant must place a sign



Planning and Development City Hall; Room 204 105 East Third Street Ottumwa, 1A 52501

in the yard of the property that is proposed to be rezoned. This may be obtained from the Planning Department. We will also mail a letter to adjacent property owners within a 200 foot radius of the parcel(s) to be rezoned. The application will then be presented to the Planning and Zoning Commission. We need a minimum of 45 days prior to the Planning and Zoning Commission meeting to process the application properly. The applicant must appear at the Planning and Zoning Commission meeting to present and or answer questions asked by the adjacent property owners or the board. If you wish to bring speakers that are in favor of the rezone, it is encouraged.

After a recommendation is given by the Planning and Zoning Commission, it will move up and be presented to the City Council for three readings. The first reading includes a public hearing and it is recommended that the applicant attend the first reading to answer questions that the City Council may have. **The City Council makes the final decision**.

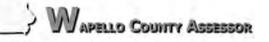
#### **Time Line**

	Month 1		Month 1		Moi	nth 2	Mo	nth 3	]
Days	15	30	45	60	75	90			
Planning & Zoning				11.00		0.1	Applicant must attend meeting to present		
Council 1 <sup>st</sup> Reading							Applicant must attend meeting to present		
Council 2 <sup>nd</sup> Reading			_			15.00	Attend to answer questions		
Council 3rd Reading							Attend to answer questions		

Plan Commission 1<sup>st</sup> Monday of month 7:00 PM

City Council 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of Month 5:30 PM

2/1/24, 4:18 PM



Parcel Number: 007410460029000 Computer ID: 07-19-408-001 Deed Holder: CRISIS CENTER & WOMEN'S SHELTER Property Address: 1014 N ELM OTTUMWA, MAP THIS ADDRESS Mailing Address: CRISIS CENTER & WOMEN'S SHELTER PO BOX 446 OTTUMWA, IA 52501 USA Class: RES 3+ UNITS Map Area: OTTUMWA APTS Tax District: OTTUMWA Subdivision: [NONE] Legal Description: EAST OTTUMWA LOT 30,31,32 & 33 (1014 N ELM) Property Report: PROPERTY REPORT (PDF FILE)





Pin 007410460029000 Photo



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		Prior Year Val	lie Triformation		
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2023	\$14,520	\$387,730		\$0	\$402,250
2022	\$14,520	\$387,730		\$0	\$402,250
More Years					
		Land Front Fo	ol Illfolmatium		
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Main Lot	270.00	270.00	155.00	155.00	283,50
		Communities Bills	ding Informatio	n	
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Nursing Home				1987	6,468

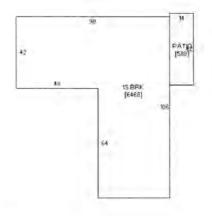
Wapello County

https://wapello.iowaassessors.com/parcel.php?gid=63795

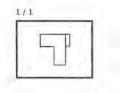
#### Wapello County

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Description			Item Count	Year Built
Garage (Commercial)			1	1994
Paving - Concrete			1	1988
		Sale Information		
Sale Date	Amount	Non-Useable Transaction Code		Recording
05/14/2001	\$0	2 - Sale to/by Government/Exempt Organization		518-1047





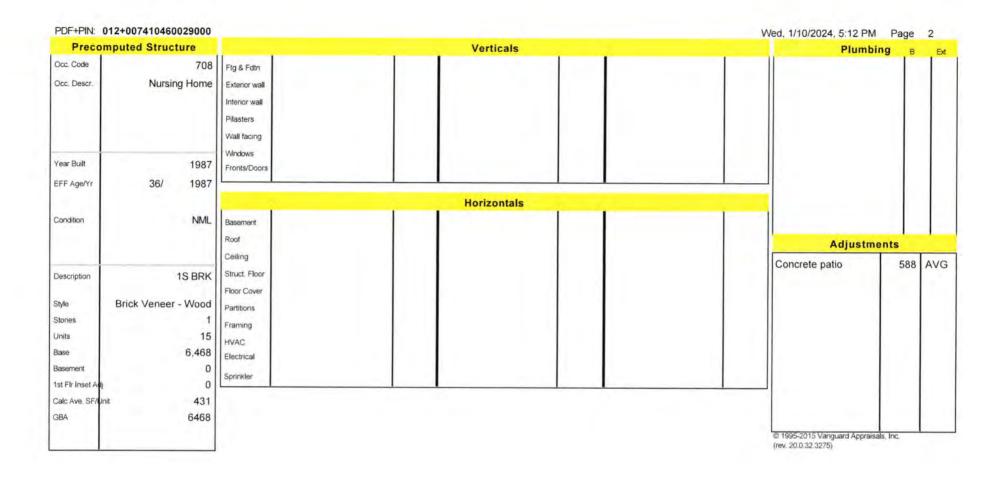
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Wapello County

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								Land						
Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres							
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Sub Total						41,850.00								
Grand Total						41,850.00	0.96	1						
	Street				Utilities			Zoning			La	and Use		
FF Main	None				None			Not Applica	ble		No	ot Applicable		
		Sales					Buildin	g Permits				Values		
Date	\$ Amount	NU	TC	Recording	g D	ate Numb	per Tag	\$ Amount	Reason	Туре	B of R	Exempt Amount	Net Assmt	Pr Yr: 2023
05/14/2001		\$0 D	2 518-	1047						Land	\$14,520	\$0	\$0	\$14,52
		-								LandC		\$0	\$0	
										Dwlg	\$387,730	\$0	\$0	\$387,73
										Impr		\$0	\$0	
										Total	\$402,250	\$0	\$0	\$402,25
										Total	\$402,250	\$0	\$0	\$402



Bidg / Addin		Description	Units	Year		Wed, 1/10/20	, ugo
		O 708 – Nursing Home	Ofilia	Tear	1 1		
-		P 708 - Nursing Home	6,468			1	1.1.1
	Adj	Concrete patio - AVG	588				

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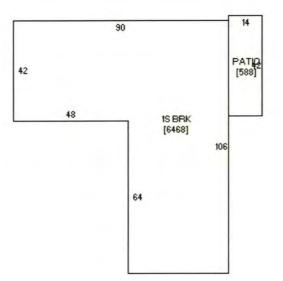
Wed, 1/10/2024, 5:12 PM Page 4

Description	Units	Cond Year	n rage
Yrd 1 — Garage (Commercial) D W24.00 x L24.00 576 SF, Frame, H	ligh Pricing	/ Good 1994	
Yrd 1 — Paving - Concrete D 4,200 SF, Conc Parking, Avg Pricin	ng	NML 1988	

Wed, 1/10/2024, 5:12 PM Page 5

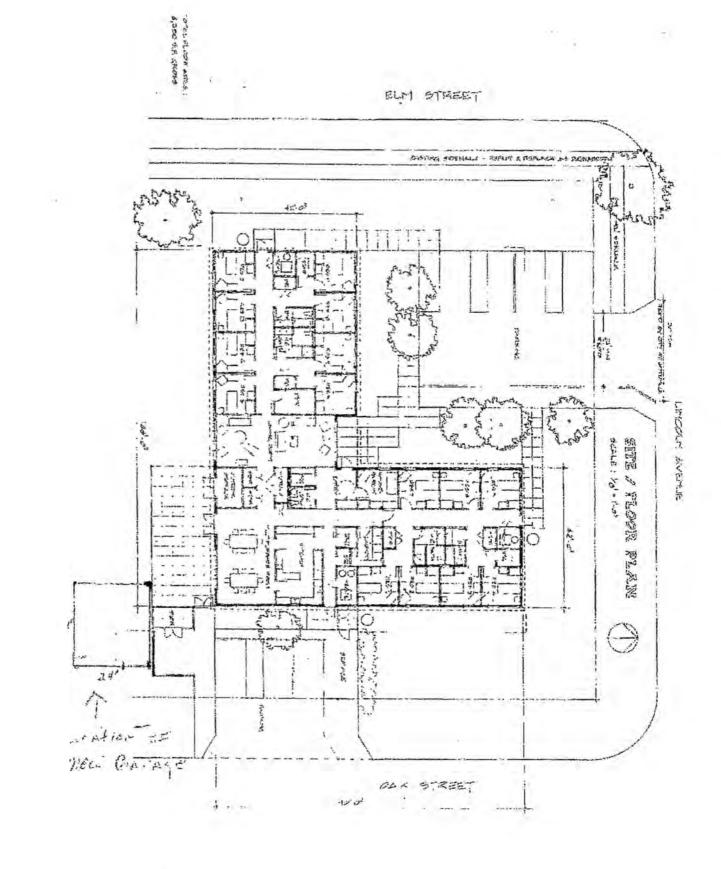
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1 DI HI	012:001410400025000								errar in rage e
Prior Year	Comment	Value Type	Location	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
2023	IN HOUSE REVALUATION	BofR	Urban F	ES 3+ UNIT	\$\$\$\$\$\$\$\$\$\$\$\$\$	\$387,730	\$0	\$0	\$402,250



Sketch 1 of 1

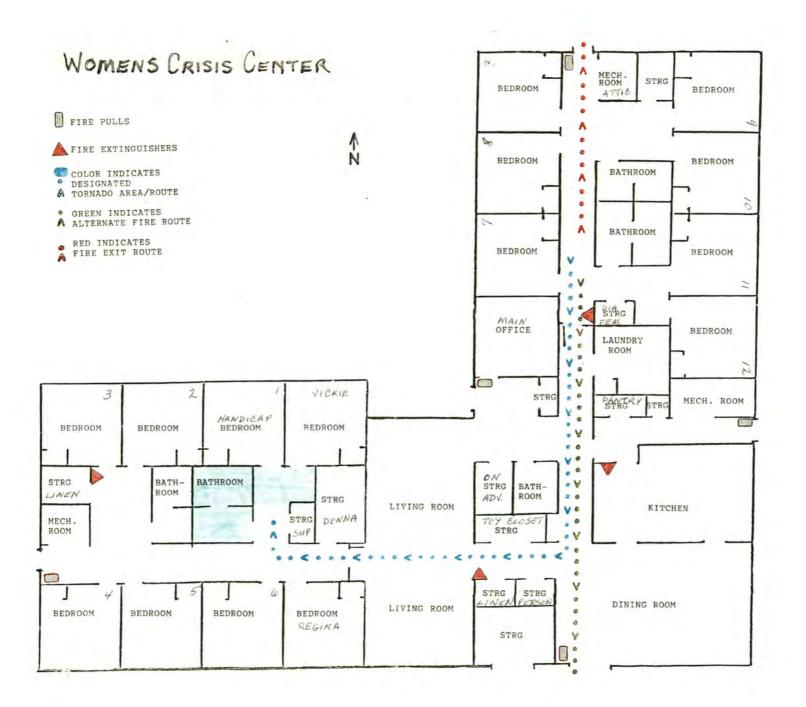




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# SHELTER & SERVICES

1420 MULBERRY ST. DES MOINES, IA 50309 P: 515.284.5719 F: 515.883.1692

#### List of Surrounding Property Owners 1014 N Elm Street

Property	Owner
3 Empty lots directly east of property	CHRISTNER PROPERTIES LLC17587 US HWY 34
and one house 1015 East Court	OTTUMWA, IA 52501-8929 USA
1104 N Elm Street	MARTIN, WILLIAM THOMAS PAUL
1106 N Elm Street	SHEELEY, ZACHARY
	1902 CHESTER AVE
	OTTUMWA, IA 52501
1015 N Elm Street	ORDER OF EASTHERN STAR #4 ESTHER CHAPTER
1003 N Elm Street	RENFREW, DENNIS L/DARCY J
715 E Court	RENFREW, DENNIS/DARCY
	1003 N ELM
	OTTUMWA, IA 52501
951 N Elm Street	CORRIGAN, EDWARD L
	206 LINCOLN
	OTTUMWA, IA 52501
932 N Elm Street	JOHNSON, DOUGLAS C
940 N Elm Street	TIKI HUT INVESTMENTS LLC
	PO BOX 1733
	OTTUMWA, IA 52501
1016 East Court	MENDOZA, TERESA ROMERO
905 E Lincoln Street	PALEN, RICHARD S/SARAH E



# SHELTER & SERVICES

1420 MULBERRY ST. DES MOINES, IA 50309 P: 515.284.5719 F: 515.883.1692

24 June 2024

Ottumwa Planning Commission Planning and Development City Hall; Room 204 105 East Third Street Ottumwa, IA 52501

RE: Rezoning Request for 1014 N Elm Street, Ottumwa, IA

Dear Ottumwa Planning Commission:

We respectfully request that the Women's Crisis Center property located at 1014 N Elm Street be rezoned from its current R2 to R4.

The building and property was originally designed as a group home for people with disabilities and more recently served as a shelter for domestic violence victims. We would like to improve the property by converting it into permanent supportive housing. To make these improvements rezoning is required. Preliminary plans are included in our application. You will note that each unit is designed to also accommodate those with special ADA needs, making them unique among many existing private rental units.

As you may be aware, the City of Ottumwa, Central Iowa Shelter Services (CISS) and multiple service organizations have been working together to serve and address individuals and families at risk of or experiencing homelessness, food insecurity and social supports. Central Iowa Shelter Services is the lead agency for the Rolling Hills Region which includes 14 other counties including Wapello county.

We believe this project will play a significant role in addressing these issues by providing housing and supportive services to county residents who struggle with achieving self-sufficiency, employment and permanent housing. By expanding the capacity and capabilities of the existing property, CISS hopes to provide permanent housing to individuals and families, at risk of, or currently experiencing homelessness.

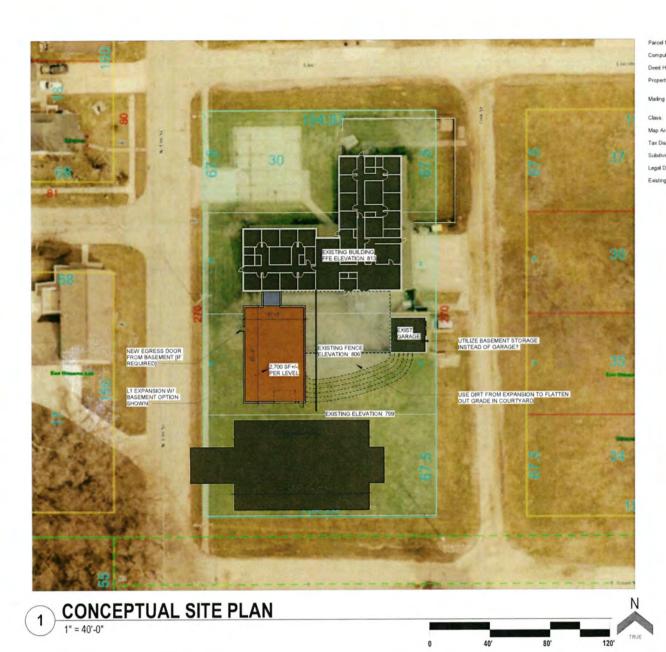
It is important to understand that this property will NOT be utilized as a homeless shelter. It however would have the capability to serve as a limited temporary emergency shelter in case of weather amnesty events or natural disaster events should the Wapello County Emergency Management need to utilize it in such cases.

We hope you will consider our request favorably. We have identified significant funding to support the remodeling, improvements and services, but for the funding to be granted your favorable consideration is required.

Warm Regards,

pen Canell

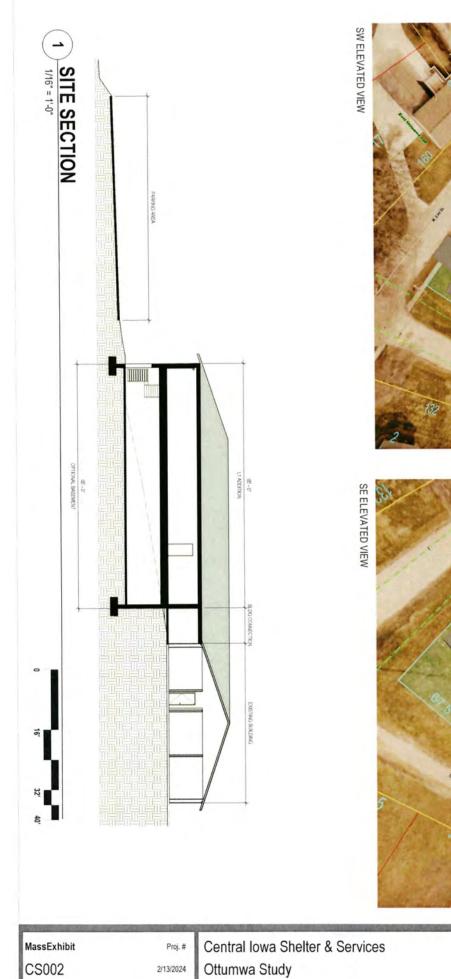
Sam Carrell Director of Rural Development Central Iowa Shelter Services



Number:	007410460029000
uter ID:	07-19-408-001
Holder:	CRISIS CENTER & WOMEN'S SHELTER
rty Address:	1014 N ELM OTTUMWA
g Address:	CRISIS CENTER & WOMEN'S SHELTER PO BOX 446 OTTUMWA, IA 52501 USA
	RES 3+ UNITS
krea:	OTTUMWA APTS
istrict:	OTTUMWA
vision:	[NONE]
Description	EAST OTTUMWA LOT 30,31.32 & 33 (1014 N ELM)
ng SF:	6.400 SF +/-

Proj. # 2/13/2024

NOIZIA





VIZION CONCEPT STUDY

Ottumwa Study

## ADVOCATES FROM CONCEPT TO COMPLETION



**CISS Ottumwa** Ottumwa, Iowa

Order of Magnitude Budget

4/9/2024





#### **CISS Ottumwa**

Ottumwa, lowa

COST OPINION 4/9/2024



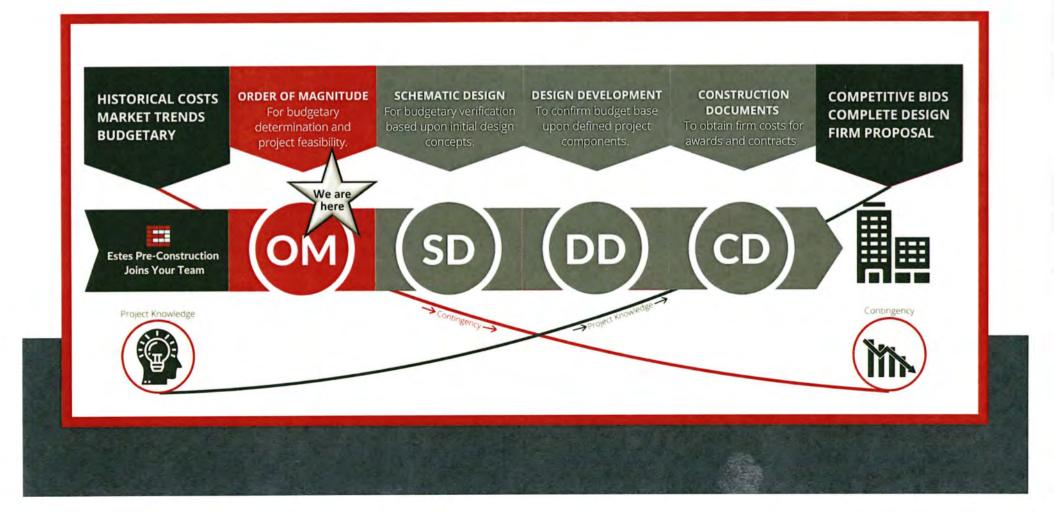
### TABLE OF CONTENTS

01	Budget/Project Approach
02	Project Scope
03	Budget
04	Next Steps
05	Reference Materials

# PRE-CONSTRUCTION PROCESS

Your project is in Order of Magnitude.

At the order of magnitude phase, we know only the intended use of the building, general design concept, and approximate schedule goals. The purpose of this step is to determine feasibility and project direction. Generally, the approach is to leverage historical cost data from similar projects, modified by known current escalation and market trends. Multiple revisions may be required, even at this preliminary step, to set project parameters. With much left to discover, this is not a precision exercise but a way to set the project up for success.



# **BUDGET APPROACH**

Construction projects can be financially and logistically cumbersome, yet a comprehensive budget and regular updates will lead to a successful outcome and maximize your construction dollar value. With the evolution of design and increase in knowledge, cost projections can ebb and flow, but we can assure we stay on track in keeping pace with design.



The project budget is based on drawings for the CISS Ottumwa project dated 3/4/2024 provided by Vizion Architects .

Historical costs from similar buildings constructed by Estes Construction.

Budget assumes 2025 construction completion.

Assumptions as noted in subsequent pages.

# MANAGING UNKNOWNS

Early in the project life cycle, unknowns can be abundant. All building sites are different, and conditions below the surface are never guaranteed. This is an area of uncertainty and risk that needs to be managed well into the start of construction. Site utility services, landscaping, building envelope finishes, and mechanical systems are just a few aspects that can vary widely in their impacts on budgets. In addition, codes and jurisdictional requirements vary regionally and are ever-changing. These items will be strategically managed through pre-construction

Discovery and decisions add to the fluidity of design and thus cost projections, and we have tools to manage this:



#### Contingencies are an essential risk management tool.

A responsible budget reserve, known as a contingency, is for the things that are not yet known. Every project needs contingency, some of which must carry into the project to assure its success. It is a hedge against cost overruns due to unanticipated changes that can come with new information.



## Allowances are another tool for successful budgeting.

Allowances are used as placeholders to cover the costs of items that are "somewhat known". An example might be a monument sign, interior finishes, or a dumpster enclosure, the design of which is trailing the progress of the majority of the design. We can anticipate what is "possible" and responsibly recognize that it is forthcoming, unlike a contingency which covers the unforeseen.



Escalation factors cover the increasing cost of construction over time.

Construction escalation does not strictly mean inflation, as there are unique industry influences on pricing that do not necessarily follow traditional trends like consumer goods. Labor costs, commodity prices, and market fluctuations due to timing, weather, geography, and economic pressures all play a part.

# **PROJECT SCOPE**

Knowledge. Planning. Quality.

#### Site Scope:

- Site grading & prep for paving.
- Erosion Control.
- Site Paving 5" (6,500 Sf approx.).
- Sidewalks 4" (1,000 Sf approx.).
- New water service for sprinkler system 4".
- · New sanitary sewer 4".
- Landscape allowance \$10,000.00.

#### Addition Scope: 74'-4" x 53'- 4" (approx. 3,943 sf + 2,967 basement )

- Earth work includes machine excavation for new foundation, construction of building pad and backfill as required.
- · Interior & exterior concrete spread footings as indicated.
- 8" Concrete foundation / basement walls as shown.
- Slab on grade 4" with base at basement and partial upper floor.
- · Waterproofing of foundation as required.
- · Steel support beam and post at basement.
- Wood framing / lumber package and framing labor as required for new addition.
- Rough-in of walls and ceilings as required for new mechanical and electrical systems.
- · Exterior windows, doors, and overhead doors as indicated.
- New Laminated shingle roof at new and existing building.
- 4" Brick veneer (approx. 2,900 Sf) with cement board siding and soffit at remainer of the exterior.
- R 40 insulation at roof, and R-19 insulation at exterior and interior demising walls.
- 1/2" gypsum board at interior walls and ceilings, tape, and finished.
- Interior casework, countertops, vanities, doors, and running trims as indicated.
- · Painting of all walls, ceilings, doors, windows, and trims as required.

Allowances:

Landscaping \$10,000

Carpet \$3.50/ SF

Luxury Vinyl Tile \$8.50/ SF

# **PROJECT SCOPE (continued)**

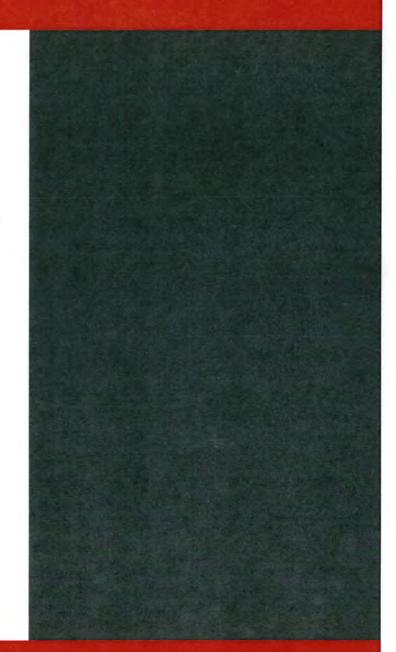
Knowledge. Planning. Quality.

#### Addition Scope continued :

- Carpet at bedrooms, living rooms, and open areas. (\$3.50 /sf allowance.)
- Luxury vinyl tile at kitchen and bathrooms. \$8.50 /sf allowance)
- Appliances include, range, microwave, exhaust hood, refrigerator, and dishwasher at each unit. (includes 1 ADA unit)
- 2- washers and dryers at central location.
- Plumbing includes all waste and vent piping as required. All hot and cold-water piping as needed.
- All plumbing fixtures at kitchen and bath areas as shown. Water heater at each unit.
- Standalone HVAC system at each unit.
- Electrical, lighting, power, & misc. at each unit as required.

#### Interior Remodel / Renovation Scope: (approx. 6,402 sf)

- · Demo of existing walls, ceilings, doors, and flooring at two areas as shown.
- · Saw cut and remove concrete as required for new underground plumbing.
- · Patch of concrete trench for new plumbing.
- Construction of wall partitions as shown for four new apartments and two new restrooms.
- Rough-in of walls and ceilings as required for new mechanical and electrical systems.
- ½" gypsum board at interior walls and ceilings, tape, and finished.
- Interior casework, countertops, vanities, doors, and running trims as indicated.
- Painting of all walls, ceilings, doors, windows, and trims as required.
- Carpet at bedrooms, living rooms, and open areas. (\$3.50 /sf allowance.)
- Luxury vinyl tile at kitchens and bathrooms. \$8.50 /sf allowance)
- Appliances include, Range, Microwave, exhaust hood, refrigerator, and dishwasher at each unit. (1 ADA unit)



# **PROJECT SCOPE (continued)**

Knowledge. Planning. Quality.

#### Interior Remodel / Renovation Scope: continued

- · 2- washers and dryers at central location.
- Plumbing includes all waste and vent piping as required. All hot and cold-water piping as needed.
- Fire sprinkler system.
- All plumbing fixtures in kitchen and bath areas as shown. Water heater at each unit.
- Standalone HVAC system at each unit.
- Electrical, lighting, power, & misc. at each unit as required.

#### Inclusions

- Survey & Layout
- Supervision, Project Management & Document Management.
- Temporary controls, barriers & fencing.
- Clean up, & dumpsters

#### Exclusions

- · Any work not listed above.
- Hazardous material abatement.
- Design Fees.
- · Material testing services.
- Surety Bond.
- · Builders risk insurance.
- Fixtures, furnishing, & equipment
- · Financing.

# **PROJECT BUDGET**

Accuracy. Transparency. No Surprises.

Description	Rate	Amount	Totals	Cost per Unit
Subtotal		1,714,058	1,714,058	128.76 /sqft
General Requirements	4.000 %	66,259		
General Conditions	10.000 %	172,273		
<b>Business Liability Insurance</b>	1.300 %	24,635		
Construction Fee	6.000 %	118,633		
		381,800	2,095,858	157.44 /sqft
Surety Bond				
Design Fees				
Testing Services				
Project Contingency	10.000 %	209,586		
Escalation				
Builders Risk Insurance				
		209,586	2,305,444	173.19 /sqft
Total			2,305,444	173.19 /sqft

#### **Estimate Totals**

# **PROJECT SUMMARY**

Accuracy. Transparency. No Surprises.

#### CISS OTTUMWA SUMMARY

New Addition	6,910	GSF	\$ 202	/GSF	\$ 1,394,438
Existing Renovation	6,402	GSF	\$ 122	/GSF	\$ 779,137
Site Work	13,312	GSF	\$ 9.90	/GSF	\$ 131,869

CONSTRUCTION TOTAL

\$ 2,305,444







THE NEXT

**STEPS** 





Gregg Schmidt, CPE, CHC Manager of Pre-Construction gregg@estesconstruction.com 563.529.3806

Confirm scope and budget are in alignment with program needs.

Confirm timeline expectations and establish plan to achieve.

Finalize design documents.

Subcontractor bidding, contracting and procurement.

CISS Ottumwa 1014 N Elm St.

Addition & Interior Renovation

#### Page 1 4/9/2024 11:32 AM

#### CISS Ottumwa 1014 N Elm St. Addition & Interior Renovation OM Budget 4/9/2024

Project name CISS Ottumwa OM Budget 4-9-2024 Estimator Dominic Filippelli

Job size 13312 sqft

CISS Ottumwa OM Budget 3-29-2024

Notes

Spreadsheet Level	Takeoff Quantity	Total Cost/Unit	Total Amount
Addition			
DIVISION 03 CONCRETE			
SOG-4" 4,000 PSI w/Base	4,000.00 sqft	7.33 /sqft	29,335
Interior Continuous Footings 2-0 x 1-0	350.00 Inft	31.13 /Inft	10,896
Perimeter Foundation Wall 8-0 x 1-0	215.00 Inft	209.54 /Inft	45,050
Perimeter Foundation Wall 5-0 x 1-0	40.00 Inft	130.96 /Inft	5,238
DIVISION 03 CONCRETE	13,312.00 gsf	6.80 /gsf	90,520
DIVISION 04 MASONRY			
Brick Masonry Subcontract	2,900.00 sqft	26.19 /sqft	75,957
DIVISION 04 MASONRY	13,312.00 gsf	5.71 /gsf	75,957
DIVISION 05 METALS			
Steel Erection	1.00 Isum	2,619.22 /Isum	2,619
Steel Framing-Misc	1.00 Isum	5.588.42 /lsum	5,588
DIVISION 05 METALS	13,312.00 gsf	0.62 /gsf	8,208
DIVISION 06 WOODS, PLASTICS & COMPOSITE	ES		
Wood Framing Material only	4,000.00 sqft	19,00 /sqft	76,003
Rough Carpentry Sub	4,000.00 sqft	7.33 /sqft	29,335
Wood Base primed	1.480.00 Inft	1.68 /Inft	2,481
Wood Base Shoe primed	411.00 Inft	1.34 /Inft	551
Wood Window & Door Casing primed	1,632.00 Inft	1.34 /Inft	2,189
Handrail Oak	40.00 Inft	4,92 /Inft	197
Subcontractor Finish Carp	4,000.00 sqft	4.71 /sqft	18,858
DIVISION 06 WOODS, PLASTICS & COMPOSITES	13,312.00 gsf	9.74 /gsf	129,614
DIVISION 07 THERMAL & MOISTURE PROTECT	TION		
Sub Waterproofing	600.00 sqft	4.71 /sqft	2,829
3-1/2" Unfaced R11 16x96	6,000,00 sqft	1.05 /sqft	6,286
R40 Blown Insul	4,000.00 sqft	1.78 /sqft	7,124
Laminated Shingles	150.00 sqs	419.07 /sqs	62,861
Siding, Soffit, & Facia Sub	1,000.00 sqft	16.76 /sqft	16,763
Gutters Medium	200.00 Inft	15.72 /Inft	3,143
DIVISION 07 THERMAL & MOISTURE PROTECTION	13,312.00 gsf	7.44 /gsf	99,006
DIVISION 08 OPENINGS			
Prehung Steel Entry Door	10,00 each	558.84 /each	5,588
Prehung Solid Core Wood	18.00 each	558.84 /each	10,059
Sliding Closet Hollow Core Wood 6-0 w	7.00 each	335.31 /each	2 347

CISS Ottumwa OM Budget 3-29-2024

Notes

Spreadsheet Level	Takeoff Quantity	Total Cost/Unit	Total Amount
DIVISION 08 OPENINGS			
Overhead Door	1.00 Isum	5,762.27 /Isum	5,76
Wood Windows	16.00 ea	558.84 /ea	8,94
Finish Hardware by Allowance Medium	35.00 set	1,788.30 /set	62,59
DIVISION 08 OPENINGS	13,312.00 gsf	7.16 /gsf	95,28
DIVISION 09 FINISHES			
1/2" Gyp Bd @ Wall	13,500.00 sqft	3.67 /sqft	49,50
1/2" Gyp Bd @ Clg	7 000.00 sqft	4.19 /sqft	29,33
Luxury Vinyl Tile	1.071.00 sqft	8.91 /sqft	9,53
Carpeting	2,281.00 sqft	4.49 /sqft	10,23
Paint Wall-Prime/1 Coat	13,500,00 sqft	1.05 /sqft	14,14
Paint Clg-Prime/1 Coat	7,000,00 sqft	1.57 /sqft	11,00
Paint/Stain Door	35.00 each	104.77 /each	3,66
Paint/Stain Frame	35.00 each	104.77 /each	3,66
Paint/Stain Wd Base	3,112,00 Inft	1.05 /Inft	3,26
Exterior Painting	1.00 Isum	5,238.43 /Isum	5,23
DIVISION 09 FINISHES	13,312.00 gsf	10.49 /gsf	139,58
IVISION 10 SPECIALTIES			
Fire Exting-10 lb ABC	2.00 each	111.77 /each	22
Fire Exting Cabinet-Rated	2.00 each	223.54 /each	44
Postal Specialties	1.00 each	475.02 /each	47
Tit Paper Disp-Single Surface	7.00 each	13.41 /each	9
Grab Bar-18"	5.00 each	31.29 /each	15
Grab Bar-36"	5.00 each	35.77 /each	17
Grab Bar-42"	5.00 each	39.12 /each	19
Mirror-S.Stl Frame 24"x36"	7.00 each	83.83 /each	58
Shower Curtain-Vinyl 60"	7.00 each	33.53 /each	23
Towel Bar-24"	7.00 each	16.76 /each	-17
Robe Hook-Single	7.00 each	5.59 /each	3
Wire Shelving and Rod	62.00 Inft	39.12 /Inft	2,42
DIVISION 10 SPECIALTIES	13,312.00 gsf	0.39 /gsf	5,17
IVISION 11 EQUIPMENT			
Range - electric	4.00 each	894.15 /each	3.57
Range - electric ADA	1.00 each	1.229.46 /each	1,22
Microwave Counter ADA	1.00 each	335.30 /each	33
Microwaye Overhead Mount	4,00 each	502,96 /each	2.01
Exhaust Hood Overhead Mount	5.00 each	279.42 /each	1.39
Refrigerator/Freezers	5.00 each	950.03 /each	4 75
Dishwasher	4.00 each	670.61 /each	2.68
Dishwasher ADA	1.00 each	838,26 /each	83

Spreadsheet Level	Takeoff Quantity	Total Cost/Unit	Total Amount	Note
DIVISION 11 EQUIPMENT				
Washer	2.00 each	950.04 /each	1,900	
Dryer	2.00 each	950.03 /each	1,900	
DIVISION 11 EQUIPMENT	13,312.00 gsf	1.55 /gsf	20,621	
DIVISION 12 FURNISHINGS				
P.Lam Base Cabinets	71.00 Init	134.12 /Inft	9,523	
P.Lam Vanity Base Cabinets	21.00 Inft	134.12 /Inft	2,817	
P.Lam Wall Cabinets	51.00 Inft	111.77 /inft	5,700	
P.Lam Tall Cabinets	18.00 Inft	223.54 /Inft	4,024	
P.Lam Countertops	71.00 Inft	41.91 /Inft	2,975	
P.Lam Vanity Countertops	21.00 Inft	41.91 /inft	880	
Roller Shades	16.00 each	157.15 /each	2,514	
DIVISION 12 FURNISHINGS	13,312.00 gsf	2.14 /gsf	28,433	
DIVISION 21 FIRE SUPPRESSION				
Automatic Fire Sprinkler System	6,910.00 Isum	4,19 /Isum	28,958	
DIVISION 21 FIRE SUPPRESSION	13,312.00 gsf	2.18 /gsf	28,958	
DIVISION 22 PLUMBING				
Plumbing	5,500.00 sqft	17.81 /sqft	97,959	
DIVISION 22 PLUMBING	13,312.00 gsf	7.36 /gsf	97,959	
DIVISION 23 HEATING, VENTILATING & AIR CONDI	TIONING			
HVAC	5,500.00 sqft	17.81 /sqft	97,959	
DIVISION 23 HEATING, VENTILATING & AIR CONDITIONING	13,312.00 gsf	7.36 /gsf	97,959	
DIVISION 26 ELECTRICAL				
Electrical	5,500.00 sqft	18.86 /sqft	103,721	
DIVISION 26 ELECTRICAL	13,312.00 gsf	7.79 /gsf	103,721	
DIVISION 31 EARTHWORK				
Machine Excavation	700,00 cuyd	10.48 /cuyd	7.334	
Backfill Bsmt Fnd	400.00 cuyd	20.99 /cuyd	8,395	
DIVISION 31 EARTHWORK	13,312.00 gsf	1.18 /gsf	15,729	

**B** Existing Building

Notes

Spreadsheet Level	Takeoff Quantity	Total Cost/Unit	Total Amount
DIVISION 02 EXISTING CONDITIONS			
Demo Conc Floor	400.00 sqft	10.48 /sqft	4,191
Load & Haul Heavy Debris	6.00 cuyd	138.30 /cuyd	830
Demolition (Sub) 2,900 SF Existing	1.00 lsum	12.572.23 /Isum	12,572
Sawcut Concrete SOG	400.00 Inft	4.19 /Inft	1,676
DIVISION 02 EXISTING CONDITIONS	13,312.00 gsf	1.45 /gsf	19,269
DIVISION 03 CONCRETE			
Patch Plumbing Trench	400.00 sqft	10.48 /sqft	4,191
DIVISION 03 CONCRETE	13,312.00 gsf	0.31 /gsf	4,191
DIVISION 06 WOODS, PLASTICS & COMPOSITE	s		
Wood Framing Material only	3,000,00 sqft	10.06 /sqft	30,178
Rough Carpentry Sub	3,000.00 sqft	4.81 /sqft	14,416
Wood Base primed	1.288.00 Inft	1.68 /Inft	2,159
Wood Base Shoe primed	403.00 Inft	1.34 /Inft	54
Wood Window & Door Casing primed	928.00 Inft	1.34 /Inft	1,245
Subcontractor Finish Carp	3.000.00 sqft	4.71 /sqft	14,144
DIVISION 06 WOODS, PLASTICS &	13,312.00 gsf	4.71 /qsf	62,682
COMPOSITES			
DIVISION 08 OPENINGS			
Prehung Steel Entry Door	4.00 each	558.84 /each	2,235
Prehung Solid Core Wood	19.00 each	558.84 /each	10,618
Sliding Closet Hollow Core Wood 6-0 w	6.00 each	335.31 /each	2,012
Finish Hardware by Allowance Medium	29.00 set	1,788.30 /set	51,861
DIVISION 08 OPENINGS	13,312.00 gsf	5.01 /gsf	66,726
DIVISION 09 FINISHES			
1/2" Gyp Bd @ Wall	11,600.00 sqft	3.67 /sqft	42,536
1/2" Gyp Bd @ Clg	3,100.00 sqft	4.19 /sqft	12,99
Luxury Vinyl Tile	1,092.00 sqft	8,91 /sqft	9,725
Carpeting	2,869.00 sqft	4.49 /sqft	12,87
Paint Wall-Prime/1 Coat	11,600,00 sqft	1.05 /sqft	12,153
Paint Clg-Prime/1 Coat	3,100.00 sqft	1.57 /sqft	4,872
Paint/Stain Door	29.00 each	104.77 /each	3,038
Paint/Stain Frame	29.00 each	104.77 /each	3,038
Paint/Stain Wd Base	2,216.00 Inft	1.05 /Inft	2,322
DIVISION 09 FINISHES	13,312.00 gsf	7.78 /gsf	103,546
DIVISION 10 SPECIALTIES			
Fire Exting-10 lb ABC	2.00 each	111.77 /each	22

Notes

Spreadsheet Level	Takeoff Quantity	Total Cost/Unit	Total Amount
DIVISION 10 SPECIALTIES			
Fire Exting Cabinet-Rated	2.00 each	223.54 /each	447
Postal Specialties	1.00 each	475.01 /each	475
TIt Paper Disp-Single Surface	8.00 each	13.41 /each	107
Grab Bar-18"	6.00 each	31.30 /each	188
Grab Bar-36"	6.00 each	35.77 /each	215
Grab Bar-42"	6,00 each	39.12 /each	235
Mirror-S.Stl Frame 24"x36"	8.00 each	83.83 /each	671
Shower Curtain-Vinyl 60"	6,00 each	33.53 /each	201
Towel Bar-24"	8.00 each	16.77 /each	134
Robe Hook-Single	8.00 each	5.59 /each	45
Wire Shelving and Rod	66,00 Inft	39.12 /Inft	2,582
DIVISION 10 SPECIALTIES	13,312.00 gsf	0.41 /gsf	5,522
DIVISION 11 EQUIPMENT			
Range - electric	4.00 each	894.15 /each	3,577
Microwave Overhead Mount	4.00 each	502.96 /each	2,012
Exhaust Hood Overhead Mount	4.00 each	279.42 /each	1,118
Refrigerator/Freezers	4.00 each	950.03 /each	3,800
Dishwasher	4.00 each	670.61 /each	2,682
Washer	2.00 each	950.04 /each	1.900
Dryer	2.00 each	950.03 /each	1,900
DIVISION 11 EQUIPMENT	13,312.00 gsf	1.28 /gsf	16,989
DIVISION 12 FURNISHINGS			
P.Lam Base Cabinets	88.00 Inft	134.12 /Inft	11,803
P.Lam Vanity Base Cabinets	18.00 Inft	134.12 /Inft	2,414
P.Lam Wall Cabinets	64.00 Inft	111.77 /Inft	7.153
P.Lam Tall Cabinets	13.00 Inft	223.54 /Inft	2,906
P.Lam Countertops	88.00 Inft	41.91 /inft	3,688
P.Lam Vanity Countertops	18.00 Inft	41.91 /inft	754
DIVISION 12 FURNISHINGS	13,312.00 gsf	2.16 /gsf	28,718
DIVISION 21 FIRE SUPPRESSION			
Automatic Fire Sprinkler System	6,402,00 Isum	4.19 /Isum	26,829
DIVISION 21 FIRE SUPPRESSION	13,312.00 gsf	2.02 /gsf	26,829
DIVISION 22 PLUMBING			
		17.04 /	80,148
Plumbing	4,500.00 sqft	17.81 /sqft	00,140

DIVISION 23 HEATING, VENTILATING & AIR CONDITIONING

Spreadsheet Level	Takeoff Quantity	Total Cost/Unit	Total Amount	Notes
DIVISION 23 HEATING, VENTILATING & AIR CONDI	ITIONING			
HVAC DIVISION 23 HEATING, VENTILATING & AIR CONDITIONING	4,500.00 sqft 13,312.00 gsf 4,500.00 sqft	17.81 /sqft 6.02 /gsf 18.86 /sqft	80,148 80,148 84,863	
DIVISION 26 ELECTRICAL				
Electrical				
DIVISION 26 ELECTRICAL	13,312.00 gsf	6.37 /gsf	84,863	
B Existing Building	13,312.00	43.54	579,631	
Site Work				
DIVISION 31 EARTHWORK				
Site Grading & Prep Paving	1.00 Isum	5,238.42 /Isum	5,238	
Subcontractor Erosion Control	1.00 sub	4,190.74 /sub	4,191	
DIVISION 31 EARTHWORK	13,312.00 gsf	0.71 /gsf	9,429	
DIVISION 32 EXTERIOR IMPROVEMENTS				
Sidewalk-4" 4,000 PSI w/Base	1,000.00 sqft	5.76 /sqft	5,762	
Paving-5" 4,000 PSI w/Base	6.500.00 sqft	7.86 /sqft	51.075	
Landscaping allowance	1.00 Isum	10,476.85 /Isum	10,477	
DIVISION 32 EXTERIOR IMPROVEMENTS	13,312.00 gsf	5.06 /gsf	67,314	
DIVISION 33 UTILITIES				
Site Utilities	1.00 Isum	20,953.71 /Isum	20,954	
DIVISION 33 UTILITIES	13,312.00 gsf	1.57 /gsf	20,954	
C Site Work	13,312.00	7.34	97,697	

#### **Estimate Totals**

Description	Rate	Amount	Totals	Cost per Unit
Subtotal		1,714,058	1,714,058	128.76 /sqft
General Requirements	4.000 %	66,259		
General Conditions	10.000 %	172,273		
<b>Business Liability Insurance</b>	1.300 %	24,635		
Construction Fee	6.000 %	118,633		
		381,800	2,095,858	157.44 /sqft
Surety Bond				
Design Fees				
Testing Services				
Project Contingency	10.000 %	209,586		
Escalation				
Builders Risk Insurance				
		209,586	2,305,444	173.19 /sqft
Total			2,305,444	173.19 /sqft

#### CITY OF OTTUMWA Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of: Aug 6, 2024

Administration

Department

Department Head

Prepared By

Philip Rath

Item No. G.-1.

City Administrator Approval

AGENDA TITLE: Ordinance No. 3232-2024: Proposed Ordinance to Establish Regulations Applicable to the Use of Golf Carts and Amending Chapter 23 of the Code of Ordinances of the City of Ottumwa

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt the first reading of Ordinance No. 3232-2024

DISCUSSION: At the May 21, 2024 meeting of the City Council, a citizen request was introduced regarding the legalization and regulation of golf carts on city streets. City Council moved the request to a future work session for further discussion and consideration. This work session was held on June 11 where the city council directed staff to draft language for review and consideration. City staff along with the attorney tailored city code from the code adopted in Pleasant Hill, Iowa. A draft of this work product was reviewed at the July 15 work session. A few minor revisions were offered and the final product is attached for consideration.

**Budgeted Item:** 

Budget Amendment Needed:

#### Ordinance No. 3232-2024

#### AN ORDINANCE AMENDING CHAPTER 23, MOTOR VEHICLES AND TRAFFIC, OF THE CODE OF ORDINANCES OF THE CITY OF OTTUMWA, IOWA BY ADDING A NEW ARTICLE XVI, GOLF CARTS, THEREIN FOR THE PURPOSES OF REGULATING THE OPERATION OF GOLF CARTS WITHIN THE CORPORATE LIMITS OF THE CITY OF OTTUMWA, IOWA

WHEREAS, Section 321.247 of the Code of Iowa permits the City Council ("Council") of the City of Ottumwa, Iowa ("City") to affirmatively approve the operation of golf carts on city streets by person's possessing a valid driver's license; and

WHERAS, the Council has considered and deliberated on the question of whether to approve the operation of golf carts on city streets in the City; and

WHEREAS, the Council finds it to be in the public interest to allow the operation of golf carts on city streets in the City, subject to applicable provisions of the Code of Iowa and the Municipal Code of the City of Ottumwa, Iowa, as hereby amended.

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

**SECTION ONE**. The Municipal Code of the City of Ottumwa, Iowa is hereby amended by adding a new Article XVI to Chapter 23, Motor Vehicles and Traffic, as follows:

#### ARTICLE XVI – GOLF CARTS

Sec. 23-522. PURPOSE.

The purpose of this article is to regulate the operation of golf carts within the City as enabled by Code of Iowa, Section 321.247.

Sec. 23-523. DEFINITIONS.

For use in this article the following terms are defined:

- (a) Golf cart means a three (3) or more wheeled recreational vehicle primarily designed for transportation of person(s) and sporting equipment in the sport of golf that is either electric powered or gas powered.
- (b) Micromobility Device means a mobility device under one hundred pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour.

- (c) Primary roads or Primary road extension means those roads and streets both inside and outside the boundaries of municipalities which are under Iowa Department of Transportation jurisdiction.
  - (d) Other Power-Driven Mobility Device (OPDMD) means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, including golf carts, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair.

#### Sec. 23-524. OPERATION OF GOLF CARTS PERMITTED.

- (a) Golf carts may be operated upon city streets by persons possessing a valid driver's license, subject to the additional provisions of this article. While operated on a city street the number of passengers permitted on a golf cart shall not exceed the number of seats intended for passengers. While on city streets, operators must have on their person or in the golf cart proof of the required insurance. (Code of Iowa, Sec. 321.247[1]).
- (b) Golf carts and operators of golf carts are considered vehicles and shall be subject to the Ottumwa Traffic Code when operating on city streets.
- (c) Golf carts are not subject to registration provisions of Chapter 321 of the Code of Iowa. (Code of Iowa, Sec. 321.247[2])

Sec. 23-525. EQUIPMENT REQUIREMENTS.

Golf carts operated upon city streets and alleys shall be equipped with a minimum of the following safety features:

- (1) A slow-moving vehicle sign;
- (2) A safety flag, the bottom of which shall be above the top of the golf cart;
- (3) Adequate brakes (Code of Iowa, Sec. 321.247[1]);
- (4) Rear view mirror;
- (5) Headlights, brake lights, turn signal lights; and
- (6) City of Ottumwa registration

#### Sec. 23-526. HOURS OF OPERATION.

Golf carts may be operated on city streets and alleys only between sunrise and sunset, except when a snow emergency is in effect, at which time golf cart operation is prohibited.

(Code of Iowa, Sec. 321.247[1])

#### 23-527. PROHIBITED STREETS.

Golf carts shall only be operated upon streets with a posted speed limit of 30 MPH or less as identified under Ottumwa city code 23-150 and shall not be operated on any city streets which are a primary road extension through the city. However, such golf carts shall be allowed to cross such primary road extensions and other prohibited streets provided:

- The crossing is made at an angle of approximately ninety degrees to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;
- (2) The golf cart is brought to a complete stop before crossing the street;
- (3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard;
- (4) In crossing a divided street, the crossing is made only at an intersection of such street with another street; and
- (5) The crossing is made from a street, roadway, or highway on which the golf cart is authorized to operate to a street, roadway, or highway on which such vehicle is authorized to operate.

(Code of Iowa, Sec. 321.247[1])

- Sec. 23-528. RULES OF OPERATION.
  - (a) Except when executing a left turn, golf carts shall be driven as close as practicable to the right-hand edge of the rightmost motorized travel lane.
  - (b) When necessary to prevent congestion of traffic, golf carts shall be pulled to the right- hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
  - (c) When two or more golf carts are being operated in the same direction and general vicinity, they shall proceed in single file.
  - (d) No golf carts shall be operated upon city sidewalks, or multi-use trails including the Ottumwa Trail System.
  - (e) Golf carts shall not be operated on an operating railroad right-of-way. A golf cart may be driven directly across a railroad right-of-way at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.
  - (f) The operator of a golf cart shall yield the right of way to pedestrians, bicycles, electric scooters, electric bicycles, and other micro-mobility devices.
  - (g) No person shall operate a golf cart along city streets while under the influence of alcoholic beverages, narcotics, or habit-forming drugs.
  - (h) No person shall operate a golf cart in a careless, reckless, or negligent manner endangering the person or property of another or causing injury or damage to same.
  - (i) The operator of a golf cart shall be responsible for the safety of all passengers on the golf cart and shall not allow reckless or dangerous behavior by passengers on said vehicles.

(j) The operator of a golf cart shall limit occupancy of the golf cart to the number of seats for which the vehicle is registered and occupants shall be in approved seats.

Sec. 23-529. PARKING.

Golf carts shall be parked in standard automobile parking spaces and follow all motor vehicle regulations according to City of Ottumwa Traffic Code. Golf carts used as OPDMDs may be parked on other paved and unpaved surfaces on public property such that they do not cause damage to any surface. No golf carts, including those used as OPDMDs, may be parked in such a way as to obstruct vehicular, pedestrian, or bicyclist traffic.

#### Sec. 23-530. USAGE DURING SPECIAL EVENTS.

Golf carts may be used in support of special events sponsored or as permitted by the City. Operators and passengers shall comply with this article and any other conditions established by the City for any specific event, which conditions shall be set forth in writing by the City Administrator or designee.

Sec. 23-531. PENALTY.

A person who violates the provisions of this ordinance shall be punishable for a municipal infraction violation under the provisions of Chapter 1, Article III of the Ottumwa Municipal Code.

#### Sec. 23-532. INSURANCE REQUIRED.

- (a) A person shall not drive a golf cart in the City of Ottumwa unless the driver has proof of the financial liability coverage card issued for the golf cart covering the golf cart in the same limits required by Chapter 321 of the Code of Iowa. A proof of financial liability coverage card may be produced in paper or electronic format. Acceptable electronic formats include electronic images displayed on a cellular telephone or any other portable electronic device that has a display screen with touch input or a miniature keyboard.
- (b) The amount of coverage should follow Section 321A.21 of the Code of Iowa, and shall insure the person named in the policy and any other person, as insured, using the golf cart with the express or implied permission of the named insured, against loss from the liability imposed by law for damages arising out of the ownership, maintenance, or use of the golf cart within the City of Ottumwa.

#### Sec. 23-533. PERMIT REQUIRED.

(a) No person shall operate a golf cart on any public street for any purpose unless the operator possesses a City of Ottumwa permit to operate a golf cart on city streets. Permits are issued at City Hall after the application is approved. The granted permit will be valid for one calendar year. All permits shall be issued for a specific golf cart. The permit fee shall be established by resolution. A prorated fee will be applied for permits purchased inside of the annual permit cycle. The permit must be with the golf cart when it is operating on City streets. A permit sticker will be provided and is to be attached to the safety flag of the golf cart. It is the responsibility of the applicant to make sure the golf cart meets the minimum requirements of this article and the Code of Iowa.

- (b) It is the responsibility of the applicant that the owner of the golf cart (and driver) has liability insurance covering the golf cart in the same limits required by Chapter 321 of the Code of Iowa.
- (c) The permit may be suspended or revoked by the City upon finding evidence that the permit holder has violated the conditions of the permit or has abused the privilege of being a permit holder. If the golf cart has a valid Ottumwa registration permit, it may be operated by another driver holding a valid Iowa driver's license. Operation without a permit will result in a municipal infraction violation.
- (d) Permits are valid within Ottumwa City Limits only. There will be no refund of the permit fee. Permits in accordance with the provisions of this article may be transferred with sale of the golf cart.
- (e) If a peace officer stops a golf cart permitted in the City of Ottumwa and the driver is unable to provide proof of financial liability coverage, the peace officer shall do one of the following:
  - (1) Issue a warning to the driver.
  - (2) Issue a citation to the driver.
- (f) The golf cart may be driven for a time period of up to forty-eight hours after receiving the citation solely for the purpose of removing the golf cart from the streets of Ottumwa, unless the driver's operating privileges are otherwise suspended. After receiving the citation, the driver shall keep the citation with them while driving the golf cart as provided in this subparagraph, as proof of the driver's privilege to drive the golf cart for such limited time and purpose.
- (g) This section does not apply to golf carts owned by a golf cart dealer, wholesaler or golf course owner.

Sec. 23-534. GROUNDS FOR REFUSING, SUSPENDING, OR REVOKING A GOLF CART REGISTRATION PERMIT.

(a) The City of Ottumwa shall refuse to issue a golf cart registration permit upon any of the following grounds:

- (1) That the permit application contains any false or fraudulent statement or that the applicant has failed to furnish required information or reasonable additional information requested by the City.
- (2) That the golf cart is mechanically unfit or unsafe to be operated or moved upon the streets of Ottumwa, providing such condition is revealed by any peace officer.
- (3) That the City has reasonable ground to believe that the golf cart is a stolen or an embezzled golf cart or that the granting of registration permit would constitute a fraud against the rightful owner.
- (4) When the golf cart fails to meet the Equipment Requirements as identified in 23-525.
- (5) When a golf cart has been dismantled or wrecked.
- (6) When a golf cart permit is knowingly displayed upon a golf cart other than the one for which the permit was issued.
- (7) When the permit applicant has any outstanding fines or payments owed to the City.
- (b) A hold will be placed on a golf cart owner's ability to receive a golf cart registration permit in the City of Ottumwa, for the non-payment of moving or non-moving violation fines. This hold will remain in place until all fines are paid in full.

Sec. 23-535. EXCEPTIONS.

- (a) Municipal Use. Employees, agents, or authorized invitees of the city shall be authorized to drive golf carts upon city streets, including prohibited streets identified in Section 23-527, when such operation is part of their official duties on behalf of the city. A permit will not be required for such municipal use of golf carts.
- (b) Business Use. A permit will not be required for businesses administering driving tests for golf carts.

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

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

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

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

Ottumwa, Iowa.

 Passed on its first consideration on the 6 day of August \_\_\_\_\_\_, 2024.

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

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

 Approved this day of \_\_\_\_\_\_\_, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

\_\_\_No action taken by Mayor \_\_\_Vetoed this \_\_\_day of \_\_\_\_\_, 2024.

Richard W. Johnson, Mayor

\_\_\_Repassed and adopted over the veto this \_\_\_ day of \_\_\_\_\_, 2024.

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

Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Christina Reinhard, CMC, City Clerk



Item No. I.-1.



# CITY OF OTTUMWA Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of: Aug 6, 2024

Finance

Department

O'Donnell Prepared By

O'Donnell

Department Head

City Administrator Approval

# AGENDA TITLE: A RESOLUTION APPROVING TRANSFER OF FUNDS AS OF JUNE 30, 2024

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

RECOMMENDATION: Pass and adopt Resolution No. 162-2024, authorizing the Finance Director to complete the transfers.

DISCUSSION: The resolution approves the quarterly budgeted fund transfers for June 30, 2024 as required by the State of Iowa. A separate resolution transferring franchise fees in support of public safety will be presented at the August 20th meeting. This is due to receipt of the funds coming after the agenda deadline for this meeting.

#### RESOLUTION NO. 162-2024

### A RESOLUTION APPROVING TRANSFER OF FUNDS AS OF JUNE 30, 2024

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

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

WHEREAS, the Director of Finance has requested the approval of transfers as of June 30, 2024 per the attached listing;

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

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

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

CITY OF OTTUMWA, IOWA

man

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

Transfer In Account	Amount	Fund	Transfer Out Account	06/3	0/24 Transfer	Reason
001-000-4830	\$ 467,000.00	LOST	121-9-910-6910	\$	237,169.11	10% property tax relief transfer
001-000-4830	\$ 10,000.00	125	125-9-910-6910	\$	10,000.00	TIF administration fee
001-000-4830	\$ 10,000.00	128	128-9-910-6910	\$	10,000.00	TIF administration fee
001-000-4830	\$ 40,750.00	151	151-9-910-6910	\$	16,850.00	Tree Trimming Actual Costs
001-000-4831	\$ 175,438.21	Emergency	119-9-910-6910	\$	186,426.88	General fund support
001-000-4832	\$ 4,240,866.00	Benefits	112-9-910-6910	\$	1,489,030.55	Support cost of benefits
110-000-4830	\$ 500,000.00	LOST	121-9-910-6910	\$	500,000.00	Pavement Mgmt Program
129-000-4832	\$ 46,758.00	Benefits	112-9-910-6910	\$	2,372.44	Support cost of benefits
130-660-4833	\$ 150,000.00	Benefits	112-9-910-6910	\$	89,696.88	Support of 411 Medical
131-280-4832	\$ 141,850.00	Benefits	112-9-910-6910	\$	56,510.73	Support cost of benefits
133-000-4830	\$ 230,000.00	GF	001-9-910-6910	\$	115,000.00	Operational support
133-410-4832	\$ 235,076.00		112-9-910-6910	\$	93,341.87	Support cost of benefits
133-410-4834		RiskMgmt	129-9-910-6910	\$	17,765.06	Support insurance costs
135-000-4830	\$ 182,253.00	GF	001-9-910-6910	\$	182,253.00	Operational support
135-000-4830	\$ 200.00		501-9-910-6910	\$	5,928.75	Interest
135-000-4830	\$ 20,000.00	CemPerp	503-9-910-6910	\$	27,910.49	Interest
135-450-4832	\$ 129,684.00	Benefits	112-9-910-6910	\$	32,322.06	Support benefit costs
135-450-4834	\$ 7,183.16	RiskMgmt	129-9-910-6910	\$	11,981.26	Support insurance costs
151-432-4830	\$ 1,479,558.00	ARPA	003-9-910-6910	\$	1,150,986.38	City Hall HVAC and Improvements
175-116-4830	\$ 6,750.00	GF	001-9-910-6910	\$	1,433.74	Support DARE FY24
200-000-4830	\$ 527,493.00	LOST	121-9-910-6910	\$	457,210.00	Debt service payment (includes Sewer)
200-000-4830	\$ 477,886.00	TIF 125	125-9-910-6910	\$	379,289.00	Debt service payment
200-000-4830	\$ 212,300.00	TIF 126	126-9-910-6910	\$	201,275.00	Debt service payment
200-000-4830	\$ 137,792.00	TIF 128	128-9-910-6910	\$	131,521.00	Debt service payment
200-000-4830	\$ 353,822.00	Sewer	610-9-910-6910	\$	311,152.00	Debt Service- Phase 8 2020
200-000-4830	\$ 159,850.00	Landfill	670-9-910-6910	\$	147,550.00	Debt Service
301-000-4830	\$ 1,500,000.00	RUTF	110-9-910-6910	\$	750,000.00	Street construction
301-000-4830	\$ 649,049.00	LOST	121-9-910-6910	\$	649,049.00	Support of streets
315-000-4830	\$ 3,000,000.00	LOST	121-9-910-6910	\$	2,553,263.01	90% streets/sewers support
613-816-4830	\$ 500,000.00	Sewer	610-9-910-6910	\$	250,000.00	Annual sewer transfer
673-843-4830	\$ 450,000.00	Landfill	670-9-910-6910	\$	112,500.00	Operational support
720-465-4830	\$ 220,919.00	GF	001-9-910-6910	\$	140,404.50	Operational support
671-840-4830	\$ 30,000.00	Landfill	670-9-910-6910	\$	30,000.00	Landfill Reserve Deposit
720-465-4830	\$ 88,883.00	GF	001-9-910-6910	\$	7,458.86	Civic Center tax
Total Budgeted	\$ 16,401,063.37		Total to Transfer	\$	10,357,651.57	

Resolution No.

162-2024

huson Richard W. Johnson, Mayor

ATTEST:

Punhard Christina Reinhard, City Clerk



Item No. I.-2.

# CITY OF OTTUMWA Staff Summary

\*\* ACTION ITEM \*\*

	O'Donnell
	Prepared By
Finance	O'Donnell
Department	Department Head
C ty Administrator	Approval
AGENDA TITLE: RESOLUTION APPOINTING UMB BA SERVE AS PAYING AGENT, NOTE RE APPROVING THE PAYING AGENT AN	NK, N.A. OF WEST DES MOINES, IOWA, TO EGISTRAR, AND TRANSFER AGENT, ND NOTE REGISTRAR AND TRANSFER
AGENDA TITLE: RESOLUTION APPOINTING UMB BA SERVE AS PAYING AGENT, NOTE RE APPROVING THE PAYING AGENT AN	NK, N.A. OF WEST DES MOINES, IOWA, TO EGISTRAR, AND TRANSFER AGENT,

**RECOMMENDATION: Pass and adopt Resolution No. 163-2024** 

DISCUSSION: The resolution names UMB Bank, N.A. and approves an agreement with UMB, as the paying agent, note registrar, and transfer agent for the 2024 Capital Improvement Bonds. UMB currently acts in the same capacity for the City's other bond issuances.

#### ITEMS TO INCLUDE ON AGENDA

#### CITY OF OTTUMWA, IOWA

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

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

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

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:

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

Absent: Cara Galloway

Vacant: N/A

\* \* \* \* \* \* \*

Council Member Caviness introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member McAntire seconded the motion to adopt. The roll was called and the vote was,

AYES: Hoffman, McAntire, Caviness, Bossou

Absent: Galloway

NAYS:

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

#### **RESOLUTION NO. 163-2024**

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$6,540,000 General Obligation Capital Loan Notes, Series 2024, dated August 15, 2024, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$6,540,000 General Obligation Capital Loan Notes, Series 2024, dated August 15, 2024.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 6<sup>th</sup> day of August, 2024.

Richard W. Johnson

ATTEST:

Chustina Reinhard City Clerk



Item No. <u>I.-3.</u>

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\*\* ACTION ITEM \*\*

Council Meeting of : Aug 6, 2024

Finance

Department

Department Head

Prepared By

O'Donnell

O'Donnell

Administrator Approval

AGENDA TITLE: RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$6,540,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

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

RECOMMENDATION: Pass and adopt Resolution 164-2024.

DISCUSSION: The resolution approves the loan agreement and issuance of the 2024 Capital Improvement Bonds in the amount of \$6,540,000. At the July 2, 2024 Regular Meeting the Council approved the sale of the bonds in said amount with an average yield of 3.55%. Sold as a qualifying issuance, the bonds are tax exempt. Council Member Caviness introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$6,540,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" 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: Hoffman, McAntire, Caviness, Bossou

Absent: Galloway

NAYS:

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

#### **RESOLUTION NO. 164-2024**

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$6,540,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of equipping the police, street and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the acquisition, construction, reconstruction, and improvement of all waterways and real and personal property useful for the protection or reclamation of property situation within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction, reconstruction and repair of levees; the construction, reconstruction, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; the acquisition and improvement of real estate for cemeteries, and the construction, reconstruction and repair of cemetery facilities; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$6,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, improvement and equipping of recreation buildings, including the Bridgeview Center, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal

to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, improvement and equipping of City Hall, the Fire Station and other city facilities and buildings, including for technology upgrades and software, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, as amended, including funding various Downtown Area Revitalization Grant Programs, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Capital Loan Notes, for such purpose(s) to the amount of not to exceed \$350,000 as authorized by Sections 384.24A, 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24A, 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$6,540,000 General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, STATE OF IOWA:

Section 1. <u>Definitions</u>. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

 "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.

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

• "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.

• "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.

• "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.

• "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

• "Depository Notes" shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

• "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.

• "Issuer" and "City" shall mean the City of Ottumwa, State of Iowa.

• "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.

"Note Fund" shall mean the fund created in Section 3 of this Resolution.

• "Notes" shall mean \$6,540,000 General Obligation Capital Loan Notes. Series 2024, authorized to be issued by this Resolution.

• "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.

• "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

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

"Project" shall mean equipping the police, street and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the acquisition, construction, reconstruction, and improvement of all waterways and real and personal property useful for the protection or reclamation of property situation within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction, reconstruction and repair of levees; the construction, reconstruction, and repairing of any streets, sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; the acquisition and improvement of real estate for cemeteries, and the construction, reconstruction and repair of cemetery facilities; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; the acquisition, construction, reconstruction, improvement and equipping of recreation buildings, including the Bridgeview Center: the acquisition, construction, reconstruction, improvement and equipping of City Hall, the Fire Station and other city facilities and buildings, including for technology upgrades and software: aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, as amended, including funding various Downtown Area Revitalization Grant Programs

• "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

• "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

• "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

"Resolution" shall mean this resolution authorizing the Notes.

• "Security Documents" shall mean the resolution, loan agreement, note, and/or any additional or supplemental documents executed in connection with the Notes.

• "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

• "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

#### Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) <u>Levy of Annual Tax</u>. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Ottumwa, State of Iowa, to-wit:

	FISCAL YEAR (JULY 1 TO JUNE 30)		
AMOUNT	YEAR OF COLLECTION		
\$276,416.67	2024/2025		
\$332,500.00	2025/2026		
\$330,000.00	2026/2027		
\$327,500.00	2027/2028		
\$1,015,000.00	2028/2029		
\$938,000.00	2029/2030		
\$903,000.00	2030/2031		
\$868,000.00	2031/2032		
\$840,000.00	2032/2033		
\$812,000.00	2033/2034		
\$784,000.00	2034/2035		
\$756,000.00	2035/2036		
\$728,000.00	2036/2037		

\*A levy in the amount of \$290,100 has been included in the budget previously certified and will be used to pay the principal and interest of the Note coming due in fiscal year 2024/2025 in the amount of \$276,416.67, with any amount remaining being used to pay debt service in fiscal year 2025/2026.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2024 will be collected during the fiscal year commencing July 1, 2025.)

b) <u>Resolution to be Filed With County Auditor</u>. A certified copy of this Resolution, which amends the Resolution authorizing the issuance and levying a tax for the payment thereof dated February 20, 2024, shall be filed with the Auditor of Wapello County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) <u>Additional City Funds Available</u>. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. <u>Note Fund.</u> Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2024 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. <u>Application of Note Proceeds</u>. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. <u>Investment of Note Fund Proceeds</u>. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2023, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2023, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

#### Section 6. Note Details, Execution and Redemption.

a) <u>Note Details</u>. General Obligation Capital Loan Notes of the City in the amount of \$6,540,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2024", be dated August 15, 2024, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2024, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal	Interest	Maturity
Amount	Rate	June 1st
\$50,000	5.000%	2025
\$50,000	5.000%	2026
\$50,000	5.000%	2027
\$50,000	5.000%	2028
\$740,000	5.000%	2029
\$700,000	5.000%	2030
\$700,000	5.000%	2031
\$700,000	4.000%	2032
\$700,000	4.000%	2033
\$700,000	4.000%	2034
\$700,000	4.000%	2035
\$700,000	4.000%	2036
\$700,000	4.000%	2037

#### b) Redemption.

i. <u>Optional Redemption</u>. Notes maturing after June 1, 2031, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record. If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

#### Section 7. Issuance of Notes in Book-Entry Form: Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid.

DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. <u>Registration of Notes</u>; <u>Appointment of Registrar</u>; <u>Transfer</u>; <u>Ownership</u>; <u>Delivery</u>; and <u>Cancellation</u>.

a) <u>Registration</u>. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) <u>Transfer</u>. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) <u>Registration of Transferred Notes</u>. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) <u>Ownership</u>. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of

the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) <u>Cancellation</u>. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) <u>Registration and Transfer Fees</u>. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. <u>Reissuance of Mutilated</u>. <u>Destroyed</u>, <u>Stolen or Lost Notes</u>. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. <u>Record Date</u>. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to

their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

- 1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement:
- A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
- 3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. <u>Right to Name Substitute Paying Agent or Registrar</u>. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA" "COUNTY OF WAPELLO" "CITY OF OTTUMWA" "GENERAL OBLIGATION CAPITAL LOAN NOTE" "SERIES 2024" CORPORATE PURPOSE

> Rate: \_\_\_\_\_ Maturity: \_\_\_\_\_ Note Date: August 15, 2024 CUSIP No.: \_\_\_\_\_ "Registered"

Certificate No. \_\_\_\_\_ Principal Amount: \$\_\_\_\_\_

The City of Ottumwa, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2024, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of equipping the police, street and fire departments: the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the acquisition, construction, reconstruction, and improvement of all waterways and real and personal property useful for the protection or reclamation of property situation within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction, reconstruction and repair of levees; the construction, reconstruction, and repairing of any streets, sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; the acquisition and improvement of real estate for cemeteries, and the construction, reconstruction and repair of cemetery facilities; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; the acquisition, construction, reconstruction, improvement and equipping of recreation buildings, including the Bridgeview Center; the acquisition, construction, reconstruction, improvement and equipping of City Hall, the Fire Station and other city facilities and buildings, including for technology upgrades and software; aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, as amended, including funding various Downtown Area Revitalization Grant Programs, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is

payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2031, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

> Date of authentication: This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: Authorized Signature UMB Bank, N.A. Registrar and Transfer Agent: UMB Bank, N.A. Paying Agent: SEE REVERSE FOR CERTAIN DEFINITIONS (Seal) (Signature Block) CITY OF OTTUMWA, STATE OF IOWA (manual or facsimile signature) By: Mayor ATTEST: (manual or facsimile signature) City Clerk

(Information Required for Registration)

#### STATEMENT OF INSURANCE

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 Note to UMB Bank, N.A., West Des Moines, Iowa, or its successor, as paying agent for the Notes (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Notes, the owner acknowledges and consents to (i) 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 or this Note, BAM shall be deemed to be the sole owner of the Notes for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Notes or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

#### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated:

(Person(s) executing this Assignment sign(s) here)

#### SIGNATURE ) GUARANTEED)

#### IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

#### INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s)	
Address of Transferee(s)	
Social Security or Tax Identification	
Number of Transferee(s)	
Transferee is a(n):	
Individual*	Corporation
Partnership Trust	

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

Under Iowa Uniform Transfers to Minors Act.....

(State)

## ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

#### (End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15, <u>Contract Between Issuer and Purchaser</u>. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. <u>Non-Arbitrage Covenants</u>. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. <u>Approval of Tax Exemption Certificate</u>. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. <u>Continuing Disclosure</u>. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. <u>Additional Covenants, Representations and Warranties of the Issuer</u>. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. <u>Amendment of Resolution to Maintain Tax Exemption</u>. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel.

such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. <u>Qualified Tax-Exempt Obligations</u>. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. <u>Repeal of Conflicting Resolutions or Ordinances</u>. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. <u>Severability Clause</u>. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

#### Section 24. Insurer Provisions.

a) <u>Notice and Other Information to be given to BAM</u>. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement upon request of BAM and (ii) to the holders of the Notes or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27<sup>th</sup> Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. \_\_\_\_\_\_\_, Telephone: (212) 235-2500, Telecopier: (212) 962-1710, Email: 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 or at Telecopier: (212) 962-1524 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

b) Amendments, Supplements and Consents.

i. Consents and Amendments. Whenever any Security Document requires the consent of Noteholders, 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.

ii. 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 Notes for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Notes or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders

under any Security Document. No default or event of default may be waived without BAM's written consent.

c) <u>BAM As Third Party Beneficiary</u>. 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.

#### d) Policy Payments.

i. In the event that principal and/or interest due on the Notes shall be paid by BAM pursuant to the Policy, the Notes 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 Notes.

ii. Notwithstanding anything to the contrary, the Issuer and the Trustee agree for the benefit of BAM that:

a. 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 Notes, 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 Notes; and

b. 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 Notes for the payment of principal of and interest on the Notes to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

iii. 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 Notes 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).

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

and w. Johnson

ATTEST:

in Reinhard City Clerk

#### CERTIFICATE

## STATE OF IOWA ) ) SS COUNTY OF WAPELLO )

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

WITNESS my hand and the seal of the Council hereto affixed this 7th day of August, 2024.

City Clerk, City of Ottumwa, State of Iowa



02381122\10981-182

# TAX EXEMPTION CERTIFICATE

of

# CITY OF OTTUMWA, COUNTY OF WAPELLO, STATE OF IOWA, ISSUER

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

This instrument was prepared by:

Ahlers & Cooney, P.C. 100 Court Avenue, Suite 600 Des Moines, Iowa 50309 (515) 243-7611

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# TAX EXEMPTION CERTIFICATE

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

THIS TAX EXEMPTION CERTIFICATE made and entered into on August 15, 2024, by the City of Ottumwa, County of Wapello, State of Iowa (the "Issuer").

#### INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$6,540,000 General Obligation Capital Loan Notes, Series 2024 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

# ARTICLE I

#### DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

• "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

• "Bonds" means the \$6,540,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2024, of the Issuer issued in registered form pursuant to the Resolution.

• "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

"Bond Fund" means the Sinking Fund described in the Resolution.

• "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.

• "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

• "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

"Certificate" means this Tax Exemption Certificate.

 "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

"Closing Date" means the date of Closing.

• "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

• "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

• "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

• "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

• "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

• "Gross Proceeds" as defined in Regulation 1.148-l(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-l(c)) of the Bonds.

• "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

• "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the price determined pursuant to the Special Rule for Use of Initial Offering Price to the Public in accordance with Regulation 1.148-1(f)(2)(ii). The Issuer hereby elects to utilize the Special Rule for Use of Initial Price to the Public and treats the initial offering price to the public as of the sale date as the issue price of the Bonds.

• "Issuer" means the City of Ottumwa, a municipal corporation in the County of Wapello, State of Iowa.

• "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

• "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

• "Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

"Project" means equipping the police, street and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the acquisition, construction, reconstruction, and improvement of all waterways and real and personal property useful for the protection or reclamation of property situation within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction, reconstruction and repair of levees; the construction, reconstruction, and repairing of any streets, sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; the acquisition and improvement of real estate for cemeteries, and the construction, reconstruction and repair of cemetery facilities; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; the acquisition, construction, reconstruction, improvement and equipping of recreation buildings, including the Bridgeview Center; the acquisition, construction, reconstruction, improvement and equipping of City Hall, the Fire Station and other city facilities and buildings, including for technology upgrades and software; aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, as amended, including funding various Downtown Area Revitalization Grant Programs including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

• "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.

• "Purchasers" means Piper Sandler & Co. of Des Moines, Iowa, constituting the initial purchasers of the Bonds from the Issuer.

• "Rebate Amount" means the amount computed as described in this Certificate.

• "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

• "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

• "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

• "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

• "Resolution" means the resolution of the Issuer adopted on August 6, 2024, authorizing the issuance of the Bonds.

• "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

"Sinking Fund" means the Bond Fund.

• "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

• "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

• "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

• "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

#### ARTICLE II

# SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

#### Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed

by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(1) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds. In fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

#### Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$302,613.30), less underwriter's discount of \$58,860.00, received at Closing are expected to be deposited and expended as follows:

(a) \$48,800,000 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund);

(b) \$6,711,340.70 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds; and

(c) \$23,612.60 will be used for credit enhancement to pay the premium on a BAM insurance policy.

#### Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of equipping the police, street and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the acquisition, construction, reconstruction, and improvement of all waterways and real and personal property useful for the protection or reclamation of property situation within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction, reconstruction and repair of levees; the construction, reconstruction, and repairing of any streets, sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; the acquisition and improvement of real estate for cemeteries, and the construction, reconstruction and repair of cemetery facilities; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; the acquisition, construction, reconstruction, improvement and equipping of recreation buildings, including the Bridgeview Center; the acquisition, construction, reconstruction, improvement and equipping of City Hall, the Fire Station and other city facilities and buildings, including for technology upgrades and software; aiding in the planning,

undertaking, and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, as amended, including funding various Downtown Area Revitalization Grant Programs

# Section 2.4 Facts Supporting Tax-Exemption Classification

#### Governmental Bonds

## Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

#### Private Loan Financing Test

No amount of Proceeds of the Bonds is to be useddirectly or indirectly to make or finance loans to persons other than governmental units.

# Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) <u>Time Test.</u> Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) <u>Expenditure Test.</u> Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) <u>Due Diligence Test.</u> Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

#### Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

#### Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees in the form of a BAM insurance premium have been used in computing yield.

(c) The Bond Yield has been computed as not less than 3.553348 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

#### Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

#### ARTICLE III

#### REBATE

#### Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

#### Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

## Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;

3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelvemonth spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 6%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;

4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not

exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 6%. Compliance with the final spending period shall be calculated using actual earnings.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

#### Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

## Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and

loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

#### Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

#### Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date. (2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

#### Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

#### ARTICLE IV

#### INVESTMENT RESTRICTIONS

#### Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

## Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

# Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue.

(2) At least one of the three bids described in paragraph
 (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

## ARTICLE V

# GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

#### ARTICLE VI

#### AMENDMENTS AND ADDITIONAL AGREEMENTS

#### Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

#### Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the taxexempt status of the Bonds.

# Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

#### Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

#### ARTICLE VII

#### QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$6,540,000 General Obligation Capital Loan Notes, Series 2024 (Covered by this Certificate)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

## NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

#### NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

# NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.



Finance Director, City of Ottumwa, State of Iowa

# EXHIBIT A

# ISSUE PRICE CERTIFICATE

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#### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Ottumwa, State of Iowa (the "Issuer"), in connection with the issuance of \$6,540,000 General Obligation Capital Loan Notes, Series 2024 (the "Notes") dated August 15, 2024. The Notes are being issued pursuant to a Resolution of the Issuer approved on August 6, 2024 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. <u>Purpose of the Disclosure Certificate; Interpretation</u>. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. <u>Definitions</u>. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated July 16, 2024.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

#### Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than the 15th day of April each year, commencing with information for the 2023/2024 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed. Section 4. <u>Content of Annual Financial Information</u>. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions: "Property Valuations"; "Tax Rates"; "Historic Tax Rates"; "Tax Collection History"; "Outstanding General Obligation Debt"; "Debt Limit"; "Financial Summary", and "General Obligation Debt Subject to Abatement".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

#### Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

i. Principal and interest payment delinquencies;

ii. Non-payment related defaults, if material;

iii. Unscheduled draws on debt service reserves reflecting financial difficulties;

iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;

v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. <u>Termination of Reporting Obligation</u>. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. <u>Dissemination Agent</u>. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. <u>Amendment; Waiver</u>. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in

quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. <u>Additional Information</u>. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of notice of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. <u>Default</u>. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. <u>Beneficiaries</u>. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. <u>Rescission Rights</u>. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated. Date: \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF OTTUMWA, STATE OF IOWA

By: Kiebard W. Johnson Mayor



# EXHIBIT A

# NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ottumwa, Iowa.

Name of Note Issue: \$6,540,000 General Obligation Capital Loan Notes, Series 2024

Dated Date of Issue: August 15, 2024

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by \_\_\_\_\_\_.

Dated: day of , 20 .

CITY OF OTTUMWA, STATE OF IOWA

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# LOAN AGREEMENT

This Loan Agreement is entered into as of the 15<sup>th</sup> day of August, 2024, by and between the City of Ottumwa, State of Iowa (the "City") acting through its City Council (the "Council") and Piper Sandler & Co. of Des Moines, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$6,783,753.30, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2024, in the aggregate principal amount of \$6,540,000 (the "Notes").

The loan proceeds shall be used to pay costs of equipping the police, street and 2. fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the acquisition, construction, reconstruction, and improvement of all waterways and real and personal property useful for the protection or reclamation of property situation within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction, reconstruction and repair of levees; the construction, reconstruction, and repairing of any streets, sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; the acquisition and improvement of real estate for cemeteries, and the construction, reconstruction and repair of cemetery facilities; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; the acquisition, construction, reconstruction, improvement and equipping of recreation buildings, including the Bridgeview Center; the acquisition, construction, reconstruction, improvement and equipping of City Hall, the Fire Station and other city facilities and buildings, including for technology upgrades and software; aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, as amended, including funding various Downtown Area Revitalization Grant Programs (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on December 1, 2024.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated August 15, 2024, shall bear interest payable December 1, 2024, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1st
Anount	Rute	
\$50,000	5.000%	2025
\$50,000	5.000%	2026
\$50,000	5.000%	2027
\$50,000	5.000%	2028
\$740,000	5.000%	2029
\$700,000	5.000%	2030
\$700,000	5.000%	2031
\$700,000	4.000%	2032
\$700,000	4.000%	2033
\$700,000	4.000%	2034
\$700,000	4.000%	2035
\$700,000	4.000%	2036
\$700,000	4.000%	2037

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public. The Lender agrees to prepare an Official Statement to be used by the Lender in making offers and sales of the Notes in compliance with Rule 15c2-12, and the City agrees to timely provide all information reasonably requested by the Lender for that purpose. All such information provided by the City will be true and correct in all material respects. When the Official Statement is in a form acceptable to the City, the City agrees to "deem final" the Official Statement for purposes of Rule 15c2-12 and to provide the Lender with a certification with respect thereto.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed

between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF OTTUMWA, STATE OF IOWA (City)

w. Johnson By:

ATTEST:

tana Reinhard By City Clerk



# PIPER SANDLER & CO. (Lender)

By:

(Signature)

(Name)

(Title)

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## DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Ottumwa, State of Iowa; that in pursuance of the provisions of Sections 384.24A, 384.25, 384.26 and 384.28, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2024, of the City of Ottumwa, State of Iowa, in the amount of \$6,540,000, dated August 15, 2024, bearing interest and maturing as follows:

Principal Amount	Interest Rate	Maturity June 1st
#50.000	5 0000/	2025
\$50,000	5.000%	2025
\$50,000	5.000%	
\$50,000	5.000%	2027
\$50,000	5.000%	2028
\$740,000	5.000%	2029
\$700,000	5.000%	2030
\$700,000	5.000%	2031
\$700,000	4.000%	2032
\$700,000	4.000%	2033
\$700,000	4.000%	2034
\$700,000	4.000%	2035
\$700,000	4.000%	2036
\$700,000	4.000%	2037
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Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to DTC on behalf of:

Piper Sandler & Co. of Des Moines, Iowa

and have been paid for in accordance with the terms of the contract of sale and at a price of \$6,783,753.30, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded. We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated July 16, 2024, as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2023), according to the last completed State and County tax lists (100% - Before Rollback)	\$1,422,722,029
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$24,865,000
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$0

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Ottumwa, State of Iowa, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024. Fernhard Mayor

City Clerk

Finance Director



02381414\10981-182

### TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Ottumwa, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$6,540,000 General Obligation Capital Loan Notes, Series 2024, of the City dated August 15, 2024, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and five (5) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2024, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this \_\_\_\_\_ day of 15+ , 2024, at Ottumwa, Iowa.

City Clerk, City of Ottumwa, State of Iowa



Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

Richard W. Johnson

(Original Signature)

City Clerk:

Finance Director:

Christina Reinhard Chuy Renhard (Original Signature)

Cole O'Donnell (Original Signature)

STATE OF IOWA

COUNTY OF WAPELLO

) SS

Subscribed and sworn to before me by Richard W. Johnson, Christina Reinhard and Cole O'Donnell on this August That day of August 2024.

KATY KING ommission Number 801361 My Commission Expires January 25, 2020

Notary Public in and for Wapello County, Iowa

(SEAL)

\*

### AUTHENTICATION ORDER

The undersigned Finance Director of the City of Ottumwa, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Ottumwa, authorizing the execution of a loan agreement and the issuance and delivery of the Notes, acting for and on behalf of the Issuer, hereby deliver to UMB Bank, N.A. (the "Registrar") \$6,540,000 aggregate principal amount of Issuer's General Obligation Capital Loan Notes, Series 2024, dated August 15, 2024 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes").

Each Note has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Notes and to complete the records with respect to registration as provided in the Note Resolution and the instructions of the Original Purchaser as to designation of owners of the Notes.

Upon such authentication, the Registrar is authorized to deliver the Notes on behalf of Issuer to the Original Purchaser, Piper Sandler & Co., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Notes by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

day of AUG Dated: this

**Finance Director** 

(SEAL)

## EXHIBIT A

**Closing Amounts** 

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

02381538\10981-182

## COUNTY AUDITOR'S CERTIFICATE

I, \_\_\_\_\_\_, County Auditor of Wapello County, State of Iowa, hereby certify that on the \_\_\_\_\_\_day of \_\_\_\_\_, 2024 there was filed in my office the Resolution of the City Council of the City of Ottumwa, State of Iowa, adopted on the 6<sup>th</sup> day of August, 2024, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$6,540,000 of General Obligation Capital Loan Notes, Series 2024, and levying a tax therefor, dated August 15, 2024.

(COUNTY SEAL)

County Auditor of Wapello County, State of Iowa

02381556\10981-182

OMB No. 1545-0047

3

1,363,890.67

1,297,755.08

4,180,967 55

(e) Yield

Form 8038-G Information Return for Tax-Exempt Governmental Bonds Under Internal Revenue Code section 149(e) (Rev. October 2021) See separate instructions. Caution: If the issue price is under \$100,000, use Form 8038-GC. Department of the Treasury ▶ Go to www.irs.gov/F8038G for instructions and the latest information. Internal Revenue Service Part Reporting Authority Check box if Amended Return > 2 Issuer's employer identification number (EIN) 1 Issuer's name City of Ottumwa, Iowa 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) 3b Telephone number of other person shown on 3a 5 Report number (For IRS Use Only) 4 Number and street (or P.O. box if mail is not delivered to street address) Room/sulte 105 East Third Street 6 City, town, or post office, state, and ZIP code 7 Date of issue 08/15/2024 Ottumwa, Iowa 52501-2904 9 CUSIP number 8 Name of issue General Obligation Capital Loan Notes, Series 2024 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information 10b Telephone number of officer or other employee shown on 10a 641-683-0600 Cole O'Donnell, Director of Finance Type of Issue (Enter the issue price.) See the instructions and attach schedule. Part II Education . . . 11 11 λ. 12 12 Health and hospital 13 13 Transportation . . 14 14 Public safety . . . . . . . 1.1 15 Environment (including sewage bonds) . . 15 16 16 Housing . . . . . . . . . . 17 17 Utilities . . . . . . . . 18 Other, Describe ► See attached 18 If bonds are TANs or RANs, check only box 19a . 19a . . If bonds are BANs, check only box 19b . . . . . . . . . . . . b If bonds are in the form of a lease or installment sale, check box ► 20 Description of Bonds. Complete for the entire issue for which this form is being filed. Part III (c) Stated redemption (d) Weighted (a) Final maturity date (b) Issue price price at maturity average maturity

21	06/01/2037	\$	6,842,613.30 \$	6,540,000.00	8.518	years			3.553348 %
Part	IV Uses of Procee	eds of Bon	d Issue (including u	inderwriters' disc	ount)	1000			
22	Proceeds used for acc	rued interest	t		5		22		-0-
23	Issue price of entire iss	ue (enter an	nount from line 21, colu	umn (b))			23	6	5,842,613.30
24	Proceeds used for bon	d issuance of	costs (including underv	vriters' discount)	24	107,660.00			
25	Proceeds used for cred	dit enhancen	nent	* * * * * * *	25	23,612.60	2		
26	Proceeds allocated to	reasonably r	equired reserve or rep	acement fund .	26	-0+			
27	Proceeds used to refur	nd prior tax-	exempt bonds. Compl	ete Part V	27	-0-			
28	Proceeds used to refur	nd prior taxa	ble bonds. Complete F	Part V	28	-0+			
29	Total (add lines 24 thro	ugh 28) .			1.4.4.1	a a a a	29		131,272.60
30	Nonrefunding proceed	s of the issu	e (subtract line 29 from	line 23 and enter an	nount here)		30	6	5,711,340.70
Par	V Description of	Refunded	Bonds. Complete th	is part only for refu	inding bond	ds.		200	
31	Enter the remaining we	ighted avera	age maturity of the tax-	exempt bonds to be	refunded .	u u 🕨		0.0000	years
32	Enter the remaining we	ighted avera	age maturity of the taxa	able bonds to be refu	nded , .	a a 🕨		0.0000	years
33	Enter the last date on v	which the ref	funded tax-exempt bor	nds will be called (MN	M/DD/YYYY)				
34	Enter the date(s) the re	funded bond	ds were issued ► (MM)	DD/YYYY)		1. A 2.	1		

Cat. No. 63773S

For Paperwork Reduction Act Notice, see separate instructions.

Form 8038-G (Rev. 10-2021)

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1.1

## PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on August 15, 2024 by and between the City of Ottumwa hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$6,540,000 General Obligation Capital Loan Notes, Series 2024, dated August 15, 2024 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

(a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

(b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

(c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

Transfers of ownership of the Bonds shall be made by the AGENT as set forth in 5. the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, 403, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if

funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, N.A. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
If to ISSUER:	City of Ottumwa Chris Reinhard City Clerk

Ottumwa, Iowa 52501-2904

105 East 3rd Street

29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

CITY OF OTTUMWA, STATE OF IOWA, ISSUER

By: Mayor

ATTEST stinaRunhara By:

UMB BANK N.A., as PAYING AGENT/REGISTRAR

By:

ATTEST:

By:

(Title)

(Title)

## EXHIBIT A

## Paying Agent/Registrar's Fee

02381557\10981-182

Item No. I.-4.



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## CITY OF OTTUMWA Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of : Aug 6, 2024

Finance

Department

O'Donnell

Prepared By

O'Donnell

Department Head

City Administrator Approval

AGENDA TITLE: A RESOLUTION APPROVING INTER-FUND LOAN FROM FUND 121 LOCAL OPTION SALES TAX TO FUND 151-432 OTHER BOND PROJECTS – CITY HALL PROJECT IN AN AMOUNT NOT TO EXCEED \$150,000

\*\*\*\*\*\*\*\*

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

**RECOMMENDATION:** 

Pass and adopt resolution 165-2024

DISCUSSION:

See attached.

PWD Burgmeier has indicated that additional work as part of the City Hall Renovation has been identified. The items are structural and needed and are as follows:

- Replace flashing around chimney. It is allowing water to get behind the walls. Estimate cost of \$7,000-\$10,000.

- Replace galvanized water lines under second floor slab with copper lines. The lines feed the second and third floor bathrooms. Estimated cost of \$40,000-\$50,000.

A contingency of \$40,000 was included in the original budget for the project. Of that amount, \$27,524.58 has been allocated to other items. Additional asbestos material removal is also required that is expected to use the remainder of the contingency.

The original financing for the project was as follows:

2022 Bond	\$ 700,000
ARPA	\$2,130,788
General Fund	\$ 290,669
Franchise Fees	\$ 660,775
Total	\$3,782,232 (Contract amount with contingency)

The funding allocation has been modified since the contract approval as such:

2022 Bond	\$ 700,000
ARPA	\$2,439,016
Franchise Fee	\$ 291,022
General Fund	\$ 290,669
Total	\$3,720,706 (\$61,525 shortfall based on original contract)

The proposed inter fund loan is for \$150,000. This amount will cover the shortfall, fund the change orders, and provide additional contingency as follows:

Loan\$150,000Minus Shortfall\$ 61,525Minus Change Orders\$ 60,000Available Contingency\$ 28,475

A amortization schedule for the loan is attached.

## RESOLUTION NO. 165-2024

## A RESOLUTION APPROVING INTER-FUND LOAN FROM FUND 121 LOCAL OPTION SALES TAX TO FUND 151-432 OTHER BOND PROJECTS - CITY HALL PROJECT IN AN AMOUNT NOT TO EXCEED \$150.000

WHEREAS, the City Council for Ottumwa, Iowa approved and entered into contracts for the renovation of City Hall; and,

WHEREAS, additional work has been identified with said work deemed necessary to seal the building from storm water; and

WHEREAS, budgeted contingency funds have been exhausted and said additional work will exceed budgeted resources for the project.

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

An inter-fund loan from 121 Local Option Sales Tax to 151 Other Bond Projects - City Hall Project in an amount not to exceed \$150,000 is hereby authorized with an interest rate of one percent (1%) per annum with payment from 001 General Fund based on the attached repayment schedule.

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

CITY OF OTTUMWA, IOWA

Richard W. Johnson,

ATTEST

Christina Reinhard, City Clerk

## I OAN AMORTIZATION SCHEDULE

#### LOAN SUMMARY ENTER VALUES \$150,000.00 Scheduled payment Loan amount 1.00% Annual interest rate Actual number of payments 10 Loan period in years Total early payments 2 Number of payments per year Total interest 12/1/2024 Start date of loan \$100.00 Optional extra payments

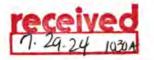
\$7,899.97 Scheduled number of payments \$1,900.00 \$7,901.44 003 Lost LENDER NAME

20

20

TOTAL ENDING CUMULATIVE BEGINNING SCHEDULE EXTRA PMT PRINCIPAL INTEREST PAYMENT DATE BALANCE INTEREST NO BALANCE D PAYMENT PAYMENT PAYMENT \$100.00 \$7,999.97 \$7,249.97 \$750.00 \$142,750.03 \$750.00 \$7,899.97 12/1/2024 \$150,000.00 1 \$1,463.75 \$100.00 \$7,999.97 \$7.286.22 \$713.75 \$135,463.81 2 6/1/2025 \$142,750.03 \$7,899.97 \$2,141.07 \$677.32 \$128.141.17 \$7,899.97 \$100.00 \$7,999.97 \$7,322.65 3 12/1/2025 \$135,463.81 \$120,781.90 \$2,781.78 \$100.00 \$7,999.97 \$7,359.26 \$640.71 \$128,141,17 \$7,899.97 4 6/1/2026 \$603.91 \$113,385.85 \$3,385.68 \$7,396.06 \$100.00 \$7,999.97 5 12/1/2026 \$120,781.90 \$7,899.97 \$3,952.61 \$7,999.97 \$7,433.04 \$566.93 \$105,952.81 \$100.00 6 \$113,385.85 \$7,899.97 6/1/2027 \$529.76 \$98,482.60 \$4,482.38 \$100.00 \$7,999.97 \$7,470.20 \$7,899.97 7 12/1/2027 \$105.952.81 \$7,999.97 \$7,507.55 \$492.41 \$90,975.05 \$4,974.79 \$7,899.97 \$100.00 \$98,482.60 8 6/1/2028 \$5,429.67 \$100.00 \$7,999.97 \$7,545.09 \$454.88 \$83,429.96 9 12/1/2028 \$90,975.05 \$7,899.97 \$75.847.14 \$5,846.82 \$7,582.82 \$417.15 \$83,429.96 \$7.899.97 \$100.00 \$7.999.97 10 6/1/2029 \$7.620.73 \$379.24 \$68,226.41 \$6,226.05 \$7,999.97 \$75,847.14 \$7,899.97 \$100.00 11 12/1/2029 \$60,567.57 \$6.567.18 \$7,999.97 \$7,658.84 \$341.13 \$7,899.97 \$100.00 12 6/1/2030 \$68,226.41 \$52.870.44 \$6,870.02 \$100.00 \$7,999.97 \$7,697.13 \$302.84 \$7.899.97 13 12/1/2030 \$60,567.57 \$7,735.62 \$264.35 \$45,134.82 \$7,134.37 \$100.00 \$7,999.97 \$52.870.44 \$7,899.97 6/1/2031 14 \$7,774.29 \$225.67 \$37,360.53 \$7,360.05 \$45,134.82 \$7.899.97 \$100.00 \$7.999.97 12/1/2031 15 \$29,547.37 \$7,546.85 \$7,899.97 \$100.00 \$7,999.97 \$7,813.17 \$186.80 \$37,360.53 16 6/1/2032 \$21,695.13 \$7,694.59 \$7,852.23 \$147.74 \$29,547.37 \$7,899.97 \$100.00 \$7,999.97 17 12/1/2032 \$7,891.49 \$108.48 \$13,803.64 \$7.803.06 \$100.00 \$7,999.97 6/1/2033 \$21,695.13 \$7,899.97 18 \$7,930.95 \$69.02 \$5,872.69 \$7,872.08 \$100.00 \$7,999.97 \$7,899.97 19 12/1/2033 \$13,803.64 \$29.36 \$0.00 \$7,901.44 \$0.00 \$5,872.69 \$5,843.33 \$5,872.69 \$7,899.97 20 6/1/2034

Item No. I.-5.



## CITY OF OTTUMWA Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of : Aug 6, 2024

Philip Rath

Prepared By

Administration

Department

Department Head

AGENDA TITLE: Resolution 166-2024 - Resolution Repealing Resolution No. 167-2019 and Fixing New Minimum Fines for Specific City Offenses and Violations of Sections of the Code of Ordinances of the City of Ottumwa, Iowa

\*

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

**RECOMMENDATION: Pass and adopt Resolution 166-2024** 

DISCUSSION: In accordance with Section 1-62 of the Code of Ordinances, the City Council is responsible for establishing a schedule of minimum fines for specific city offenses and violations of City Code. The last time this schedule was updated was Aug. 6, 2019 by adoption of Res. No. 167-2019. The city's prosecution firm had contacted staff to review the schedule of fines to ensure consistency with those fines scheduled by lowa Code. The minimum fines have been reviewed by the city attorney with a recommendation for revisions as attached in Res. No. 166-2024.

City Administrator Approval

### **RESOLUTION NO. 166-2024**

## RESOLUTION REPEALING RESOLUTION NO. 167-2019 AND FIXING NEW MINIMUM FINES FOR SPECIFIC CITY OFFENSES AND VIOLATIONS OF SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF OTTUMWA, IOWA

WHEREAS, Section 1-62 of the Code of Ordinances of the City of Ottumwa, Iowa ("City Code"), authorizes the City Council to establish a schedule of minimum fines for specific city offenses and violations of the Code of Ordinances of the City of Ottumwa, Iowa ("City Code"); and

WHEREAS, from time to time, to ensure consistency with the scheduled fines established by the Code of Iowa and to maintain a deterrent effect of scheduled minimum fines, the City Council may evaluate and revise its resolution scheduling minimum fines in effect by subsequent resolution; and

WHEREAS, the previous resolution scheduling minimum fines in effect for certain specific city offenses and violations of sections of City Code is set out in Resolution No. 167-2019; and

WHEREAS, the City Council has undertaken a review of minimum fines set out in Resolution No. 167-2019 and now seeks to revise its resolution scheduling minimum fines for specific city offenses and violations of City Code as set out herein.

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

<u>SECTION 1</u>. Resolution No. 167-2019, which previously fixed minimum fines for specific city offenses and violations of sections of City Code, is hereby repealed in its entirety.

SECTION 2. Except as may otherwise be provided by the Code of Iowa or the City Code, violations of sections of the City Code as set out in this Resolution are scheduled violations and subject to the minimum fines as provided herein. The schedule of minimum fines for specific city offenses and violations of sections of City Code shall be set as follows:

## Traffic Offenses Scheduled Fines

City Code	Iowa Code	Offense	Fine (in USD)
23-3(1)	321.229	Failure to Comply w/ Order	135.00
23-3(2)	321.369	Glass Substances on HWY	90.00
23-3(3)	321.371	Obligation to Clean Area	35.00
23-3(4)	321.17	Operating w/o Registration	70.00
23-3(5)	321.174	License Required	260.00
23-3(6)	321.174	DUS-1st Offense	260.00

23-3(6)	321.174	DUS-2 <sup>nd</sup> Offense	500.00
23-3(7)	321.20B	Insurance Card Required non-accident)	325.00
23-3(7)	321.20B	Insurance Card Required accident)	645.00
23-3(8)	321.262	Duty to Stop at Accident	135.00
23–3(11)	321.264	Duty Upon Striking Unattended Vehicle	135.00
23-3(12)	321.265	Duty Upon Striking Fixtures	135.00
23-66		Notification Upon Striking City Property	100.00
23-3(13)	321.256	Obedience to Traffic Control Device	135.00
23-3(14)	321.342	Obedience to Railroad Crossing Signal	260.00
23-3(15)	321.257	Obedience to Automated Traffic Signal	135.00
23-3(16)	321.257	Flashing Signals	135.00
23-3(17)	321.260	Interference w/ Traffic Control/RR Devices	455.00
23-3(18)	321.430 & 431	Defective Brakes	135.00
23-3(19)	321.436	Mufflers Required	30.00
23-3(20)	321.384	Use of Headlights	45.00
23-3(21)	321.385	Two Functioning Headlights	45.00
23-3(22)	321.386	Motorcycle Headlights	45.00
23-3(23)	321.415	Failure to Dim Headlights	45.00
23-3(24)	321.387	Rear Lights Required	30.00
23-3(25)	321.388	License Plate Light Required	30.00
23-3(26)	321.394	Lamp / Flag Required Over- Length Load	50.00
23-3(27)	321.445	Seatbelts Required	70.00
23-3(28)	321.446	Child Restraint	135.00
23-3(29)	321.438	Obstructed Windows	70.00
23-3(30)	321.438	Dark Windshields	70.00
23-3(31)	321.285	Careful & Prudent Speed	See ICA § 903.1
23-3(32)	321.277	Reckless Driving	See ICA § 903.1
23-3(33)	321.278	Drag Racing	See ICA § 903.1
23-3(34)	321.285	Maximum Speed Limits Generally	
	1	1 to 5 mph over	30.00
		6 to 10 mph over	55.00
		11 to 15 mph over	105.00
	3	16 to 20 mph over	120.00

		Over 20 mph (+\$5.00 for every mph in excess of 20)	135.00+
23-149/150		Violate Posted Speed	
		1 to 5 mph over	30.00
		6 to 10 mph over	55.00
		11 to 15 mph over	105.00
		16 to 20 mph over	120.00
		Over 20 mph (+\$ 5.00 for every mph in excess of 20)	135.00+
23-3(35)	321.305	One-Way Streets, Ramps & Alleys	135.00
23-3(36)	321.319	Right-of-Way at Intersection	135.00
23–3(37)	321.353	Right-of-way at alley/driveway	135.00
23-3(38)	321.322	Entering Stopped Intersections	135.00
23-3(39)	321.320	Illegal turning	135.00
23-154		Through Streets	100.00
23-155		Stop Intersections Designated	100.00
23-156		Stop Locations, Other than Designated Intersections	100.00
23-157		Yield Intersections Designated	100.00
23-158		Yield Locations, Other than Designated Intersections	100.00
23-159		Pedestrian Stop Zones	100.00
23-160		Yield at School Crosswalks	100.00
23-3(40)	321.297	Operate on Right Side of Road	135.00
23-3(41)	321.306	Drive within Lane	135.00
23-3(42)	321.299 & 303	Passing Vehicles	135.00
23-3(43)	321.302	Passing on Right Restricted	135.00
23-3(44)	321.372	Passing Stopped School Bus	345.00
23-3(45)	321.311	Manner of Turning at Intersections	135.00
23-3(46)	321.314, .316	Turning & Stopping Signals–When Required	
	321.314	Turning from a HWY	135.00
	321.316	Stopping	50.00

23–3(47)	321.317	Use of Hand or Signal Device	30.00
23–162 & 163		U-turns Prohibited at Intersections w/ Traffic Control Device	100.00
23-166		Driving through Funerals	50.00
23–169		Following Emergency Vehicles	100. 00
23-3(48)	321.324	Duty Approaching Emergency Vehicles	135.00
23-3(49)	321.323A	Approaching Emergency Vehicle	135.00
23-3(50)	321.368	Driving Over Fire Hose	135.00
23-3(51)	321.323	Limits on Backing	135.00
23-3(52)	321.363	Obstructing Driver's View	50.00
23–170, 171 & 172		Weight Limitations	250.00
23-3(53)	321.460	Spilling of Loads	260.00
23-174	1	Driving on Sidewalks	50.00
23-175		Driving on Levees	100.00
23-179		Injuring Vehicles	250.00
23-3(54)	321.284	Open Containers	260.00
23-3(55)	321.277A	Careless Driving	50.00
23-3(56)	321.288	Control of Vehicle	135.00
23-3(57)	321.307	Following Too Close	135.00
23-224		Handicapped Parking	100.00

## Public Offenses Scheduled Fines

City Code	Offense	Fine
7-3	Interference While Performing Duties	100.00
7-5	Sanitation of Premises	100.00
7-21	Animals which Bite	100.00
7-22	Confining Animals	100.00
7-40	Unlawfully Keeping High Risk Animals	100.00
7-43	Keeping Dangerous Animals	100.00
7-44	Vicious Animals-Duty of Owner	100.00
7-45	Community Service Officer Notification	100.00
7–46	Irresponsible Animal Owner	100.00
20-3	Placarded Dwelling-1st Offense	250.00
20-3	Placarded Dwelling-2nd Offense	500.00

1-58	Conspiracy	100.00	
25-67	Barbed Wire	100.00	
25-68	Obstruction to Banks or Rivers	100.00	
25-69	Assault	100.00	
25-70	Harassment	100.00	
25-71	Harassment of Public Officers	250.00	
25-73	False Report to Police	100.00	
25-74	Interference with Official Acts	250.00	
25-75	Refusing to Assist Officers	50.00	
25-76	Public Intoxication	100.00	
25-78	Unlawful Assembly	100.00	
25-79	Failure to Disperse	100.00	
25-80	Disturbing the Peace by Auto	50.00	
25-81	Disorderly Conduct	100.00	
25-82	Disorderly House	100.00	
25-83	Discharging Weapons in City	100.00	
25-84	Distribution of Dangerous Substance	100.00	
25-94	Glue Sniffing	100.00	
25-95	Public Nudity	100.00	
25-98	Curfew	50.00	
25-104	Allowing Minors on Premises	100.00	
25-105	Theft	200.00	
25-106	Criminal Mischief	200.00	
25-107	Trespass (Includes Peeping Tom)	100.00	
25-108	Persons Under Legal Age-1st Offense	200.00	
25-108	Persons Under Legal Age— 2 <sup>nd</sup> Offense	500.00	
25-109	Contributing to Delinquency of a Minor	100.00	
25-110	Use of Fireworks	250.00	
25-111	Possession of Drug Paraphernalia	200.00	
25-112	Restrictions on Laser Pointers	100.00	
25-113	Noise Prohibitions	100.00	
25-114	Underage Tobacco Possession—1 <sup>st</sup> Offense 50.00		
25-114	Underage Tobacco Possession—2 <sup>nd</sup> Offense	100.00	
25-114	Underage Tobacco Possession-3rd Offense	250.00	
25-115	Smoking Prohibited	See City Code § 25–114 Fines	
31 ½-2 or 31 ½-3	Littering—1 <sup>st</sup> Offense	250.00	
31 <sup>1</sup> / <sub>2</sub> -2 or 31 <sup>1</sup> / <sub>2</sub> -3	Littering—2 <sup>nd</sup> Offense	500.00	

SECTION 3. Additional costs, such as surcharge fees, court costs, and appearance bonds shall be set by the state and/or court.

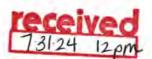
SECTION 4. The descriptions of offenses used in this Resolution are for convenience only and shall not be construed to define any offense or to include or exclude any offense other than those specifically included or excluded by reference to the City Code. A reference to a section or subsection of the City Code without further limitation includes every offense defined by that section or subsection.

PASSED AND APPROVED this 6 day of August, 2024.

NOW

Richard Johnson, Mayo

ATTEST: Christina Reinhard, City Clerk



Item No. <u>I.-6.</u>

City of Ottumwa

Staff Summary

Council Meeting of: August 06, 2024

Item No.

Information Technology\_\_\_\_ Department Edward Wilson Prepared By Edward Wilson Department Head

Agenda Title: Resolution No. 167-2024 Approving Purchase of Computer Equipment from CDW-G in the Amount of \$143,998.88 for the VM Host & Tier 1 SAN Upgrade Project.

Purpose: This purchase will allow the IT Manager to initiate the server and SAN upgrades as approved in the 2025 CIP.

Recommendation: Pass and adopt Resolution 167-2024.

Discussion: The Ottumwa IT Department received approval for the upgrade of its Servers and Storage Area Networks (SANs) from the council as one of the 2025 CIP projects. The IT manager has requested quotes and reviewed two company's prices and specifications. The purchase from CDW-G in the amount of \$143,998.88 is the largest purchase in this project. This purchase includes the hardware, SAN licensing, and five years of support. There will be an additional \$4,592.56 in Windows Server licensing required for the completion of this project bringing the total cost to \$148,591.44. There is \$155,000.00 available from the 2025 CIP bond proceeds for this project.

Source of Funds 151-6-652-6727 CIP 2025 Bond Proceeds

Budgeted Item Yes Budget Amendment Needed No

### RESOLUTION NO. 167-2024

A RESOLUTION APPROVING THE PURCHASE OF COMPUTER EQUIPMENT FROM CDW-G IN THE AMOUNT OF \$143,998.88 FOR THE VM HOST & TIER 1 SAN UPGRADE PROJECT.

WHEREAS, the City of Ottumwa issued \$155,000.00 in G.O. Bonds for the upgrade of our servers and storage for the IT department, and

WHEREAS, the City of Ottumwa the IT Manager requested quotes from HPE through Marco Technologies, LLC and Dell through CDW-G, and

WHEREAS, the IT Manager has obtained a favorable quote from CDW for a portion of the project in the amount of \$143,998.88. There will be an additional \$4,592.56 in Windows server licensing for the completion of this project.

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

The purchase of computer equipment be made from CDW-G for the price quote of \$143,998.88.

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

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST: Christina Reinhard, City Clerk



Thank you for choosing CDW. We have received your quote.

IT Solutions Brands Research Hub Hardware Software Services

# **QUOTE CONFIRMATION**

### EDWARD WILSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. If you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

## **Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOM	GRAN	ID TOTAL
NXGD155	5/30/2024	SERVER - DUAL PROC	380959	91 <b>\$14</b> 3	3,998.88
QUOTE DETAILS					
ITEM		QTY	CDW#	UNIT PRICE	EXT. PRIC
DELL CTO UNITY 480 D Mfg. Part#: 30001771176		I	7949205	\$143,998.88	\$143,998.8

Contract: Sourcewel	121923-CDWG	Tech Catalog	(121923)
---------------------	-------------	--------------	----------

	SUBTOTAL	\$143,998.88
	SHIPPING	\$0.0
	SALES TAX	\$0.0
	GRAND TOTAL	\$143,998.8
PURCHASER BILLING INFO	DELIVER TO	
Billing Address: CITY OF OTTUMWA ACCTS PAYABLE 105 E 3RD ST OTTUMWA, IA 52501-2999 Phone: (641) 683-0600 Payment Terms: VISA	Shipping Address: CITY OF OTTUMWA EDWARD WILSON 105 E 3RD ST OTTUMWA, IA 52501-2999 Phone: (641) 683-0600 Shipping Method: DROP SHIP-GROUND	
	Please remit payments to:	
	CDW Government 75 Remittance Drive	

Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tony Vega | (877) 529-3006 | tony.vega@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$143,998.88	\$4,075.17/Month	\$143,998.88	\$4,685.72/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

. Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account





Call 800.800.4239

### About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx For more information, contact a CDW account manager.

© 2024 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Quote Name:

Koopman Ottumwa 2x Unity 480 (117TB) + Servers (Dual Proc) with FC Connections -Group 1 3000179385592.5

Quote No.

Product	Quantity
Unity 480 Hybrid DPE DS - AMER	1
Unity 15x3.5 Hybrid DAE DS - AMER	1
AppSync Basic - Hybrid DS - AMER	1
Dell EMC RecoverPoint for Unity XT Hybrid - AMER	1

#### **Shipping To**

ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000 Shipping Method Standard Delivery

d Delivery

Install At ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000

**Solution Name:** 

server

Unity 480 Hybrid DPE DS - AMER

Quantity 1

#### **Shipping To**

ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000 Shipping Method Standard Delivery Install At ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000

#### **Solution Name:**

server

Quantity 1

Unity 480 Hybrid DPE DS - AMER Estimated delivery if purchased today: Aug. 09, 2024 Contract # C00000006679

			- 11 G	
Description	SKU		Quantity	
Unity XT 480 DPE 25x2.5" Dell Field Rack	210-ASLN		1	-
File Level Retention=IC	528-CNRZ	-	1	
Unity ISCSI=IC	528-CNSB	-	1	•
Unity NFS=IC	528-CNSC		1	
File System Events Publishing=IC	528-CNSD	-	1	
Unity D@RE=IC	528-CNSE		1	14.00
Unity VASA/vVols=IC	528-CNSF	÷	1	-
Unity FAST Cache=IC	528-CNSG	ų.	1	<u>a</u>
Unity Replication=IC	528-CNSH		1	1-
Unity Quality of service=IC	528-CNSI		1	4.0
Unity ESA Adapter=IC	528-CNSJ	-	1	-
Inline Compression=IC	528-CNSK		1	•
Unity EMC Proactive Assist=IC	528-CNSL	-	1	•
Cloud Tiering	528-CNSM		1	2.
Unity Local Copies	528-CNSN		1	6
Unity Fibre Channel=IC	528-CNSO		1	-
Unity FAST VP=IC	528-CNSP	÷	1	÷
Unity Antivirus=IC	528-CNSQ	÷	1	
Operating System V4.0=IC	528-CNSS	4	1	÷.
Unity CIFS=IC	528-CNST		1	÷.
Unity Thin provisioning=IC	528-CNSU		1	1.0
Unity Unisphere=IC	528-CNSV	÷	1	5

IP Multi-Tenancy=IC	528-CNSW		1	
D4 SYSPACK 4X1.6TB FLASH S 25X2.5	SD 400-BGCK	4	1	
Unity 2X4 Port Card 10GBaseT	406-BBNL	141	1	
Pair of C13/C14 cables (Highline or C19/C20 cables (480/680 Lowi Power) included with DPE		4	1	
Unity DPE Install Kit	343-BBMN		1	
ISG Product (info)	379-BDPD		1	
Dell Hardware Limited Warranty	876-5176		1	
ProSupport Next Business Day O Service After Problem Diagnosis		4	1	
ProSupport Next Business Day O Service After Problem Diagnosis Extended		$\sim 2$	1	
ProSupport 7x24 Technical Supp Assistance 5 Years	ort and 876-5182	-	1	
Dell Hardware Limited Warranty F Site Service Extended Year	Plus On 955-9041	- 6	1	
Thank you choosing Dell ProSup tech support, visit // <u>www.dell.com</u> or call 1-800- 945-3355		1	1	
ProSupport Next Business Day, 5 Support Maintenance 5 Years	Software 826-9743		1	
ProDeploy Dell Unity X80	892-3450	-	1	
Unity 400GB FAST CACHE 25X2	2.5 SSD 400-BFXP	-	3	
D4 1.6TB SAS FLASH 25X2.5 SS	SD 400-BFXN	1	7	
Unity 1.8TB 10K SAS 25X2.5 DR	IVE 400-BFXO		10	
UNITY 2X4 PORT IO 32GB FC	405-ABBI	. 20	1	
ProSupport: Next Business Day ( Hard Disk Drive Add-On, 5 Years	020-3433		10	
ProSupport: Next Business Day ( Low Capacity SSD Add-On, 5 Ye	020-3041	-	14	
			Quantity	
Unity 15x3.5 Hybrid DAE DS - A Estimated delivery if purchased to Aug. 09, 2024 Contract # C00000006679			1	
Description	SKU		Quantity	
Unity XT 3U 15x3.5 DAE FLD RC	K 210-ASLH	-	1	
ISG Product (info)	379-BDPD	ų.	1	
ProSupport Next Business Day C Service After Problem Diagnosis			1	

ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	876-4862	-	1	4
Dell Hardware Limited Warranty	876-4863	4	1	4
ProSupport 7x24 Technical Support and Assistance 5 Years	876-4868	÷	1	÷
Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041		1	÷
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		÷.	1	-
ProDeploy Dell Unity Expansion Enclosure	892-3460	4	1	6
D4 12TB NLSAS 15X3.5 DRIVE	400-BFVT		12	
Unity 2x2M DAE SAS CBL	470-AEBH	-	1	
C13 Power Cord Pair NEMA5-15P plugs 2Mtr	450-AILB	÷	1	-
ProSupport: Next Business Day On-Site Hard Disk Drive Add-On, 5 Years	826-9499		12	14
			Quantity	
AppSync Basic - Hybrid DS - AMER Estimated delivery if purchased today: Aug. 12, 2024 Contract # C00000006679			1	
Description	SKU		Quantity	
AppSync Unity Hybrid	210-ASOF	÷	1	- e
AppSync Bsc for Unity 400/480=IC	658-BEIX		1	. G
On-Site Installation Declined	900-9997		1	14
ProSupport Next Business Day, AppSync, Hybrid, Basic, Software Support/Maintenance 5 Years	827-0388	4	1	14
Storage Software Info	626-BBBG	-	1	
			Quantity	
Dell EMC RecoverPoint for Unity XT Hybrid - AMER Estimated delivery if purchased today: Aug. 12, 2024 Contract # C00000006679			1	
Description	SKU	Unit Price	Quantity	Subtotal
RecoverPoint for Unity XT Hybrid	210-ATUR	4	1	G
RP BASIC REM FOR UNITY =IC	528-COYI	-	1	
RP BASIC LOC FOR UNITY =IC	528-COYJ		1	
On-Site Installation Declined	900-9997	÷.,	1	-
ProSupport, RecoverPoint Basic - Hybrid,	935 7381	120		

Storage Software	Info
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-

Quote Name:

Koopman Ottumwa 2x Unity 480 (117TB) + Servers (Dual Proc) with FC Connections -Group 2 3000179385590.5

Quote No.

Product	Quantity
Unity 480 Hybrid DPE DS - AMER	1
Unity 15x3.5 Hybrid DAE DS - AMER	1
AppSync Basic - Hybrid DS - AMER	1
Dell EMC RecoverPoint for Unity XT Hybrid - AMER	1

#### **Shipping To**

ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000

**Shipping Method** 

Standard Delivery

Install At

ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000

#### Solution Name:

server

Unity 480 Hybrid DPE DS - AMER

Quantity 1

#### Shipping To

ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000 Shipping Method Standard Delivery Install At ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000

#### Solution Name:

server

Quantity 1

Unity 480 Hybrid DPE DS - AMER	
Estimated delivery if purchased today:	
Aug. 09, 2024	
Contract # C00000006679	

Hate 400 Habid DDC DC AMED

Description	SKU	Unit Price	Quantity	Subtotal
Unity XT 480 DPE 25x2.5" Dell Field Rack	210-ASLN		1	
File Level Retention=IC	528-CNRZ		1	
Unity ISCSI=IC	528-CNSB	- Q	1	÷
Unity NFS=IC	528-CNSC	1.5.1	1	
File System Events Publishing=IC	528-CNSD		1	
Unity D@RE=IC	528-CNSE		1	
Unity VASA/vVols=IC	528-CNSF		1	1
Unity FAST Cache=IC	528-CNSG		1	
Unity Replication=IC	528-CNSH		1	
Unity Quality of service=IC	528-CNSI	ê.	1	
Unity ESA Adapter=IC	528-CNSJ		1	•
Inline Compression=IC	528-CNSK	9	1	÷.
Unity EMC Proactive Assist=IC	528-CNSL		1	
Cloud Tiering	528-CNSM		1	1.1
Unity Local Copies	528-CNSN		1	-
Unity Fibre Channel=IC	528-CNSO	-	1	÷.
Unity FAST VP=IC	528-CNSP	-	1	
Unity Antivirus=IC	528-CNSQ		1	
Operating System V4.0=IC	528-CNSS	y <del>ê</del> .	1	-
Unity CIFS=IC	528-CNST	-	1	-
Unity Thin provisioning=IC	528-CNSU	-	1	
Unity Unisphere=IC	528-CNSV	18	1	

IP Multi-Tenancy=IC	528-CNSW	1.1	1	
D4 SYSPACK 4X1.6TB FLASH SSD 25X2.5	400-BGCK	10	1	
Unity 2X4 Port Card 10GBaseT	406-BBNL	a.)	1	
Pair of C13/C14 cables (Highline Power) or C19/C20 cables (480/680 Lowline Power) included with DPE	379-BDOI	-	t.	
Unity DPE Install Kit	343-BBMN	÷.	1	
ISG Product (info)	379-BDPD	~	1	
Dell Hardware Limited Warranty	876-5176	-1	1	
ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	876-5177	×	1	
ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended	876-5179	3	1	
ProSupport 7x24 Technical Support and Assistance 5 Years	876-5182	4	1	
Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041	4	1	
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		(*)	1	
ProSupport Next Business Day, Software Support Maintenance 5 Years	826-9743		1	
ProDeploy Dell Unity X80	892-3450	÷	1	
Unity 400GB FAST CACHE 25X2.5 SSD	400-BFXP	÷	3	
D4 1.6TB SAS FLASH 25X2.5 SSD	400-BFXN	-	7	
Unity 1.8TB 10K SAS 25X2.5 DRIVE	400-BFXO	-	10	
UNITY 2X4 PORT IO 32GB FC	405-ABBI		1	
ProSupport: Next Business Day On-Site Hard Disk Drive Add-On, 5 Years	826-9499	(*)	10	
ProSupport: Next Business Day On-Site Low Capacity SSD Add-On, 5 Years	826-9541	9	14	
Unity 15x3.5 Hybrid DAE DS - AMER Estimated delivery if purchased today: Aug. 09, 2024 Contract # C000000006679			Quantity 1	
Description	SKU	Unit Price	Quantity	Sub
Unity XT 3U 15x3.5 DAE FLD RCK	210-ASLH		1	
ISG Product (info)	379-BDPD	-	1	
ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended	876-4860	-	a	

ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	876-4862	8	1	~
Dell Hardware Limited Warranty	876-4863	~	τ,	-
ProSupport 7x24 Technical Support and Assistance 5 Years	876-4868	8	đ.	-
Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041	8	1	Ŧ
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		2	1	÷
ProDeploy Dell Unity Expansion Enclosure	892-3460		1	8
D4 12TB NLSAS 15X3.5 DRIVE	400-BFVT	-	12	~
Unity 2x2M DAE SAS CBL	470-AEBH	244	1	
C13 Power Cord Pair NEMA5-15P plugs 2Mtr	450-AILB	÷.	1	3
ProSupport: Next Business Day On-Site Hard Disk Drive Add-On, 5 Years	826-9499	10	12	- 7
		G	Quantity	
AppSync Basic - Hybrid DS - AMER			1	

AppSync Basic - Hybrid DS - AMER Estimated delivery if purchased today: Aug. 12, 2024

Contract # C00000006679

Description	SKU	Unit Price	Quantity	Subtotal	
AppSync Unity Hybrid	210-ASOF		1	-	
AppSync Bsc for Unity 400/480=IC	658-BEIX	4	1	-	
On-Site Installation Declined	900-9997	Ψ.	1	-	
ProSupport Next Business Day, AppSync, Hybrid, Basic, Software Support/Maintenance 5 Years	827-0388	~	1	2	
Storage Software Info	626-BBBG	-	1	(1)	
			And the state		

Quantity 1

## Dell EMC RecoverPoint for Unity XT Hybrid - AMER

Estimated delivery if purchased today: Aug. 12, 2024 Contract # C00000006679

Description	SKU	Unit Price	Quantity	Subtotal
RecoverPoint for Unity XT Hybrid	210-ATUR	-	1	- 14
RP BASIC REM FOR UNITY =IC	528-COYI	-	1	1.1
RP BASIC LOC FOR UNITY =IC	528-COYJ		1	÷
On-Site Installation Declined	900-9997	19	1	
ProSupport, RecoverPoint Basic - Hyb Software Support/Maintenance, 5 Year	rid, <sub>825-7281</sub> rs	8	1	-

-	1	
	-	- 1

Quote Name:

Koopman Ottumwa 2x Unity 480 (117TB) + Servers (Dual Proc) with FC Connections -Group 3 3000179385591.5

Quote No.

Product	Quantity
CityHall_PowerEdge R650 Tailor Made - [PE_R650_TM]	1

#### Shipping To

ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000 **Shipping Method** 

Standard Delivery

Install At ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000

Solution Name:

server

CityHall\_PowerEdge R650 Tailor Made -

Quantity 1

#### Shipping To

ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000 Shipping Method Standard Delivery Install At ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000

#### Solution Name:

server

CityHall_PowerEdge R650 Tailor Made -				Quantity	Subtotal
[PE_R650_TM] Estimated delivery if purchased today: Aug. 12, 2024 Contract # C00000006679					
Description	SKU	Unit		Quantity	Subtotal
PowerEdge R650 Server	210-AYJZ		-	1	4
8x2.5 Front Storage	379-BEIC			1	
SAS/SATA Backplane	379-BDSS		÷	1	14
No Rear Storage	379-BDTE		÷	1	-
Trusted Platform Module 2.0 V3	461-AAIG			1	
2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 3 PCIe Slots, 2 CPU	321-BGHH		÷	1	4
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI		•	ì	
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI		-	1	13
Additional Processor Selected	379-BDCO		-	1	-
Heatsink for 2 CPU configuration (CPU less than or equal to 165W)	412-AAVP		÷	1	
Performance Optimized	370-AAIP		-	1	-
3200MT/s RDIMMs	370-AEVR		÷	1	-
Unconfigured RAID	780-BCDS		4	1	
PERC H755 SAS Front	405-AAZB		5	1	-
Front PERC Mechanical Parts, front load	750-ACFR			1	
Power Saving Dell Active Power Controlle	r 750-AABF			1	
UEFI BIOS Boot Mode with GPT Partition	800-BBDM		÷	1	-
4 Standard Fans for 2 CPU	750-ADII		-	1	

Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF	450-AIQX	4	1
Riser Config 3, 3/4 Length, Full Height, 2 x16 Slots, SW GPU Capable	330-BBST	÷	1
PowerEdge R650 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BFGW	4	сî.
Intel X710-T4L Quad Port 10GbE Base-T, OCP 3.0 Version 2	540-BFDQ	1	1
Standard Bezel	325-BCHH	-	1
Luggage Tray x8 and x10 Chassis, R650	350-BCEI		1
BOSS Blank	403-BCID	-	1
No Operating System	611-BBBF		1
No Media Required	605-BBFN	4	1
iDRAC9, Enterprise 15G	385-B8QV	191	1
No Quick Sync	350-BBXM	÷	1
iDRAC, Factory Generated Password	379-BCSF	4	1
iDRAC Service Module (ISM), NOT Installed	379-BCQX	4	1
iDRAC Group Manager, Disabled	379-BCQY	18 T	1
Cable Management Arm	770-BDMT		Ť
ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	770-BECD		1
No Systems Documentation, No OpenManage DVD Kit	631-AACK		1
PowerEdge R650 Shipping	340-CUQR	-	1
R650 Ship 8x2.5	340-CUQO		1
R650 Dell/EMC label (BIS) for 2.5" Chassi	s343-BBQY	(11) (H)	1
PowerEdge R650 CCC Marking, No CE Marking	389-DYHX	÷	1
Custom Configuration	817-BBBB	20	1
Dell Hardware Limited Warranty Plus Onsite Service	853-2137	<i>.</i> *!	1
ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years	853-2151	-	1
ProSupport 7x24 Technical Support and Assistance 5 Years	853-2171	Т.÷	1
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	1.1	1
ProDeploy PowerEdge R Series 1u2u	885-0608	<ul> <li>•</li> </ul>	1
32GB RDIMM, 3200MT/s, Dual Rank 16G BASE x8	b370-AGDS	5	8

480GB SSD SATA Read Intensive 6Gbps 400-AXTV - 2 512 2.5in Hot-plug AG Drive, 1 DWPD	
	ę
C13 to C14, PDU Style, 12 AMP, 6.5 Feet 492-BBDI - 2 (2m) Power Cord, North America	÷
Broadcom 57454 Quad Port 10GbE BASE-540-BDLK - 1 T Adapter, PCIe Full Height	-

Quote Name:

Koopman Ottumwa 2x Unity 480 (117TB) + Servers (Dual Proc) with FC Connections -Group 4 Quote No. 3000179385594.6

Product Quantity
PD\_PowerEdge R650 Tailor Made - 1
[PE\_R650\_TM] (2)

#### Shipping To

ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000 Shipping Method Standard Delivery Install At ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000

Solution Name:

server

PD\_PowerEdge R650 Tailor Made -

Quantity 1

#### **Shipping To**

ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000

PD\_PowerEdge R650 Tailor Made -

Estimated delivery if purchased today:

......

Shipping Method Standard Delivery Install At ACCOUNTS PAYABLE CITY OF OTTUMWA 102 CHURCH ST OTTUMWA, IA 52501-4209 (641) 684-7000

#### Solution Name:

[PE\_R650\_TM] (2)

Aug. 12, 2024

server

		1
Unit Price	Quantity	Subtotal

Quantity Subtotal

Contract # C00000006679					
Description	SKU	Unit Price	Quantity	Subtotal	
PowerEdge R650 Server	210-AYJZ	÷.	1	-	
8x2.5 Front Storage	379-BEIC	4. C	.1		
SAS/SATA Backplane	379-BDSS	-	1	-	
No Rear Storage	379-BDTE		1		
Trusted Platform Module 2.0 V3	461-AAIG		1	-	
2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 3 PCIe Slots, 2 CPU	321-BGHH		1	-	
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI	2	1	8	
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI	1.0	1	•	
Additional Processor Selected	379-BDCO	-	1		
Heatsink for 2 CPU configuration (CPU less than or equal to 165W)	412-AAVP	100	1		
Performance Optimized	370-AAIP	-	1	-	
3200MT/s RDIMMs	370-AEVR	~	1	~	
Unconfigured RAID	780-BCDS	121	1	÷.	
PERC H755 SAS Front	405-AAZB	-	1		
Front PERC Mechanical Parts, front load	750-ACFR		1	÷.	
Power Saving Dell Active Power Controller	750-AABF		1		
UEFI BIOS Boot Mode with GPT Partition	800-BBDM		1	÷.	
4 Standard Fans for 2 CPU	750-ADII	÷.	1	÷	

Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF	450-AIQX	-	1	
Riser Config 3, 3/4 Length, Full Height, 2 x16 Slots, SW GPU Capable	330-BBST	4	t.	
PowerEdge R650 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BFGW	4	i.	
Intel X710-T4L Quad Port 10GbE Base-T, OCP 3.0 Version 2	540-BFDQ	5	i	
Standard Bezel	325-BCHH	4	1	
Luggage Tray x8 and x10 Chassis, R650	350-BCEI	- i - i - i - i - i - i - i - i - i - i	1	
BOSS Blank	403-BCID		1	
No Operating System	611-BBBF	4	1	
No Media Required	605-BBFN	4	1	
iDRAC9, Enterprise 15G	385-BBQV		1	
No Quick Sync	350-BBXM	1	1	
IDRAC, Factory Generated Password	379-BCSF	44	9	
iDRAC Service Module (ISM), NOT Installed	379-BCQX		1	
iDRAC Group Manager, Disabled	379-BCQY	4.5	1	
Cable Management Arm	770-BDMT	- W	1	
ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	770-BECD	-	1	
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	
PowerEdge R650 Shipping	340-CUQR	-	1	
R650 Ship 8x2.5	340-CUQO	-	1	
R650 Dell/EMC label (BIS) for 2.5" Chassi	s343-BBQY	-	1	
PowerEdge R650 CCC Marking, No CE Marking	389-DYHX	<i>c</i> .	Ť.	
Custom Configuration	817-BBBB	8	1	
Dell Hardware Limited Warranty Plus Onsite Service	853-2137	8	1	
ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years	853-2151	÷	1	
ProSupport 7x24 Technical Support and Assistance 5 Years	B53-2171	-	1	
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	÷	1	
ProDeploy PowerEdge R Series 1u2u	885-0608		1	
32GB RDIMM, 3200MT/s, Dual Rank 16GI BASE x8	370-AGDS	4	8	

480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV	-	2	
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	÷1	2	-
Broadcom 57454 Quad Port 10GbE BASE- T Adapter, PCIe Full Height	540-BDLK	-	1	-



July 10, 2024

PROPOSAL FOR

## **CITY OF OTTUMWA** EDWARD WILSON

Prepared By:

**Paul Schut Technology Advisor** 515-473-7127 paul.schut@marconet.com

Quote Number: 180192



Managed Services



**Copiers & Printers** 



Audio Visual



Business IT Services

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## IT - Server Refresh -- CITY OF OTTUMWA



## Prepared by:

Marco - Fargo Paul Schut 515-473-7127 paul.schut@marconet.com

## Prepared for: CITY OF OTTUMWA

105 E. Third Street Ottumwa, IA 52501 Edward Wilson 641.683.0679

wilsone@ci.ottumwa.ia.us

## Ship To:

## **CITY OF OTTUMWA**

105 E 3RD ST OTTUMWA, IA 52501-2904 Edward Wilson 641.683.0679 wilsone@ci.ottumwa.ia.us

## Quote Information:

#### Quote #: 180192

Version: 6 Date Issued: 07/10/2024 Expiration Date: 08/12/2024 Special Pricing Program: \*PLEASE SELECT\*

## HPE DL360 Gen11

Description	One-Time	Qty	Ext. One-Time
2 x HPE DL360 Gen11	\$27,454.40	1	\$27,454.40
HPE DL360 Gen11 8SFF CTO Server		2	G
HPE DL360 Gen11 8SFF CTO Server		2	
INT Xeon-G 5415+ CPU for HPE		4	
HPE 32GB 2Rx8 PC5-4800B-R Smart Kit		16	
HPE DL360 G11 8SFF x1 U.3 TM BP Kit		2	
HPE 480GB SATA RI SFF BC MV SSD		4	
BCM 57416 10GbE 2p BASE-T Adptr		2	
HPE 96W Smart Stg Li-ion Batt 145mm Kit		2	
HPE DL360 Gen11 Stg Cntrl Enable Cbl Kit		2	
HPE MR416i-o Gen11 SPDM Storage Cntlr		2	
BCM 57416 10GbE 2p BASE-T OCP3 Adptr		2	
HPE Raid 1 Drive 1 FIO Setting		2	
HPE DL3X0 Gen11 1U Stnd Fan Kit		2	
HPE DL3X0 Gen11 1U 2P Std Fan Kit		2	
HPE 800W FS Plat Ht Plg LH Pwr Sply Kit		4	
HPE iLO Adv 1-svr Lic 3yr Support		2	

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IPE DL360 Gen11 Support	2
HPE iLO Advanced Non Blade Support	2
HPE 5Y Tech Care Basic SVC	1
HPE DDR-4 DIMM Blanks Kit	2
HPE GreenLake COM En 5y Up ProLiant aaS	2
HPE DL3XX Gen11 Easy Install Rail 3 Kit	2
HPE DL3X0 Gen11 1U Stnd Heat Sink Kit	4
HPE CE Mark Removal FIO Enable Kit	2
HPE DL300 Gen10+ 1U CMA for Rail Kit	2
HPE DL3XX Gen11 1U Bezel Kit	2
HPE DL360 Gen11 OROC TM Cbl Kit	2
HPE DL3XX Gen11 CPU2/OCP2 x8 Enable Kit	2
IPE Cmp Cloud Mgmt Srv FIO Enablement	2

Subtotal: \$27,454.40

## HPE Alletra 5010

Description	One-Time	Qty	Ext. One-Time
HPE Alletra 5010	\$56,645.92	2	\$113,291.84
HPE Alletra 5010 CTO Base Array		2	
HPE NS 2x10GBASE-T 4p FIO Adptr Kit		2	
HPE Alletra 5000 5.76TB FIO Cache Bdl		4	
HPE NS C13 to C14 FIO Power Cord		4	
HPE Alletra 5000 126TB SAS FIO HDD Bdl		2	
HPE Alletra Tier 1 Storage Array Std Trk		2	
HPE AL STG 5000 2x 1200W Plat FIO PS Kit		2	
HPE Tier 1 Storage OS Default FIO SW		2	

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#### SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

HPE AL STG 5000 /TB 5yr SW/Sup SaaS	252
HPE 5Y Tech Care Basic SVC	2
HPE NS 2x10GBASE-T 4p Adptr Supp	2
HPE Alletra 5010 CTO Base Array Supp	2
HPE Alletra 5000 126TB SAS HDD Bdl Supp	2

Subtotal: \$113,291.84

## Cables and Infrastructure Supplies

## \* Optional Section

Description	One-Time	Qty	Ext. One-Time
Caté Cables			
C2G 5ft Cat6 Snagless Unshielded (UTP) Network Patch Ethernet Cable - Blue - Category 6 for Network Device - RJ-45 Male - RJ-45 Male - Sft - Blue	\$4.95	12	\$59.40
C2G 7ft Cat6 Snagless Unshielded (UTP) Network Patch Ethernet Cable - Blue - Category 6 for Network Device - RJ-45 Male - RJ-45 Male - 7ft - Blue	\$6.95	12	\$83.40
C2G 10ft Cat6 Snagless Unshielded (UTP) Network Patch Ethernet Cable - Blue - Category 6 for Network Device - RJ-45 Male - RJ-45 Male - 10ft - Blue	\$8.95	12	\$107.40
	*		6050 00

\* Optional Subtotal:

\$250.20

## **Professional Services Labor**

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - Fixed Fee - Milestone 1 - Progress Billed Monthly	\$13,332.00	1	\$13,332.00

Subtotal: \$13,332.00

## Server-PSE

## ABOUT THIS PROFESSIONAL SERVICES ENGAGEMENT

In addition to the Professional Service Engagement Agreement located at <u>www.marconet.com/legal/business-it-product-agreements/professional-service-engagement-agreement</u>, the following applies to this Professional Service Engagement:

## ENGAGEMENT OVERVIEW - DESIRED GOALS AND OUTCOMES - CURRENT SITUATION

CITY OF OTTUMWA is in need of refreshing two Nimble SANs and Dell Servers. Marco to refresh with two new Alletra 5010 SANs and 2 DL360 Servers. Each SAN will have a single host connected via 10Gbase-T iSCSI utilizing Extreme

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switches. CITY OF OTTUMWA will be responsible for the Extreme switch configuration along with all data migration that is required. The servers will have Windows Server 2022 Hyper-V installed. CITY OF OTTUMWA will be providing all required Microsoft licenses.

## ENGINEERING | DESCRIPTION OF SERVICES AND DELIVERABLES

The following solution will be considered "in-scope" for the purposes of this engagement:

#### Hyper-V

- HPE DL360 Server with Windows Server Microsoft Hyper-V cluster 2022
  - · Assemble servers, update firmware, register and configure adv iLo
  - Configure iLo critical alerts to CITY OF OTTUMWA
  - . Load Windows Server 2019, load Hyper-V role, and apply updates
    - Server not domain joined
  - Rack server
    - Photos engineering will take entire rack photos and upload them to Marco SPTechstor for future reference
  - · Install Hyper-V management tools
  - Upgrade Hyper-V host to same windows version if supported, join to cluster, and migrate VMs OR forklift VMs to new Hyper-V cluster and update
  - Infosite VM via iLo Amplifier pack for Infosight cloud analytics and support (if hardware resources support requisites)

#### Virtual Servers -

- City of Ottumwa will be responsible for all data migration.
- Ensure backup has new server VMs included, and SQL jobs are included where applicable for application consistent backups (all SQL servers)
- Fill out documentation in SPTechstor and Marco information stores. Update SPTechStor with onsite photos of server/cabinet racks
- NOTE: City of Ottumwa will be responsible for hardware shutdown Old server hardware will not be wiped or prepped for recycling. Additional quotes from Marco eWaste or independent disk wipes using KillDisk (3 passes) are available via change order

#### HPE Alletra - Converged (Traditional)

- · Review and meeting with customer to define:
  - Snapshot frequency/retention policies
  - Application needs, e.g. Compression, no compression, Deduplication and Disk encryption needs
  - Volumes (Mimic existing). Change to existing volumes and datastores may be recommended and will require a change order
- Install Tasks:
  - Infosight.hpe.com/welcomecenter installation requirements per array model
  - NOTE: a 39" rack or greater is needed for depth of array. If customer does not have depth of rack
  - required, Alletra support has a "rail adjustment kit" which can help leverage an additional couple of inches • Array Wizard - Setup
    - · CLI
- Array & Group Name
- Management IP address & Gateway address

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- · GUI
- Set Management to Mgmt only
- Add Storage subnet and set to Data Only
- Assign Management and Data Interfaces
- Diagnostic IPs (typically management network)
- Domain name, DNS servers & NTP
- Support Email Alert & SMTP Server. SNMP change from default
- Allow Diagnostics
- O Volumes and Applications (Alletra Volume policy VMWare 5 default):
  - Per VM/partition volumes are recommended for smaller environments for better visibility in infosight. Encryption, Compression, and Dedupe across all volumes recommended
  - For larger environments for best performance:
    - Encryption enable encryption and copy encryption key to secret server
    - Compression ALL volumes (excluding Video, audio)
    - Dedupe ALL volumes (Exclude SQL/Oracle)
    - Application category per volume to optimize dedupe on per workload basis
    - Caching all volumes except backup, pagefile, and other transient data (Hybrid only)
  - · For iSCSI: set initiators to use CHAP for security
  - Configure Snapshot Frequency and Retention Gold, Silver, Bronze
  - Enable Replication (requires 2 or more Alletra or HPE Cloud Volumes)
- Rack Alletra
  - o Photos engineering will take entire rack photos and upload them to Marco SPTechstor for future reference
- Configure Auth local auth recommended for best practices as well as separation of users for auditing/disabling
  - MFA recommended for best security practices
- Networking
  - iSCSI DAC, 10GBaseT, Fiber
  - o or
  - Fiber Channel
- Update to latest generally available release
- Register VMware integration for web client
- Configure and test phone home support & Allow Alletra storage to collect analytics data
  - Verify device registered correctly to customer and not distributor by verifying with Alletra support
- Configure MIT or ITTech for InfoSight access
- · Verify connectivity of to the internet VM for full network connectivity test
- NOTE: Marco can work with CITY OF OTTUMWA to split existing volumes for better statistics, snapshot granularity, and infosight
  predictive growth. Changing existing volume scheme will require a change order.

#### COORDINATION – DESCRIPTION OF SERVICES AND DELIVERABLES.

The following tasks and deliverables for our Coordination Team will be considered "in-scope" for the purposes of this engagement:

#### Level 3

- Ordering/tracking of product (if applicable)
- Technical resource assignment
- Technical resource scheduling
- · Scheduling of internal kick off & customer kick off meetings
- · Project plan / project task list build
- Project communication / project status updates



- Facilitation of change orders (if applicable)
- Project closure

#### ELIENT RESPONSIBILITIES

- Participate in project kickoff call and additional project related conference calls, and assist in coordination and communication efforts
- If applicable, Client will provide full access to all premises as needed by Marco to perform its responsibilities under this Agreement. Any refusal or failure to provide access shall relieve Marco of its performance obligations and may require a change order for additional services to complete the work at a future time. Client will also provide a suitable work area for Marco personnel if work is completed on premises. When and where applicable, Marco will configure remote access to the Clients network for post-installation remote support. Questions or concerns with Marco having this access should be communicated during the review of this Professional Services Engagement Agreement in order to discuss alternative methods of support. When remote access support is authorized, Marco will use this access whenever a support ticket is created. Marco will communicate with Client prior to Marco accessing the Clients systems for any non-support ticket remote access needs.
  - Disposal of retired equipment has not been included within this estimate. Recycling services may be available through Marco's eWaste division, if needed and if services are available in your area.
- CITY OF OTTUMWA will be wholly responsible for coordination, installation, and migration of all applications as well
  as client side installations. No labor is implied for any 3rd party application installation, coordination, or migration,
  unless explicitly stated within this scope of work
- · CITY OF OTTUMWA is wholly responsible for any applicable licensing
- CITY OF OTTUMWA is wholly responsible for disabling any 3rd party support access into VMs for the purposes of application migration and refresh.
- HPE: NOTE: CITY OF OTTUMWA will be required to setup an account and register for HPE Greenlake Compute Ops

#### SERVICES ASSUMPTIONS, EXCLUSIONS, AND NOTES

Please list any Assumptions, Exclusions, and Important Notes for the purposes of this engagement:

- Migration as defined above may not include labor estimate for migrating the entire Virtual Machine stack in which
  case CITY OF OTTUMWA is responsible for migrating the remaining VMs, after Marco completes initial migrations
  and validates build out as well as migration path with CITY OF OTTUMWA
- Power and connectivity must have the ability to support both current and new systems in tandem until the migration
  phase has been completed
  - Labor estimate includes single trip for racking and cabling. Additional trips for phased in approach of servers/components (due to unavailability of ports, power, etc) will require a change order
- Server/SAN rail kit solutions do not support non standard racks. If non standard racks are to be used a change
  order will be required to physically modify the existing rack or replace it with a standardized rack as shown below:



## Discounts

Description	One-Time	Qty	Ext. One-Time
One-Time Product Discount - Executive Discount	(\$6,000.00)	1	(\$6,000.00)

Subtotal: (\$6,000.00)



## Quote Summary - One-Time Expenses

Description		Amount
HPE DL360 Gen11		\$27,454.40
HPE Alletra 5010		\$113,291.84
Professional Services Labor		\$13,332.00
Discounts		(\$6,000.00)
	Total:	\$148,078.24

## One-Time \* Optional Expenses

Cables and Infrastructure Supplies	Optional Subtotal:	\$250.20
Cables and Infrastructure Supplies		\$250.20
Description		One-Time

## **Payment Options**

Description Payments Interval			Amount	
One-Time Payment			1	
One-Time Payment	1	One-Time	\$148,078.24	

## Summary of Selected Payment Options

Description	Amoun
One-Time Payment: One-Time Payment	



## Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products.
- If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- · Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment

## Marco Technologies, LLC

## **CITY OF OTTUMWA**

Signature:	Prepared for:	Edward Wilson
Name:		
Title:	Signature:	
Date:	Signed by:	
	Title:	
	Date:	
	PO Number:	
	Email Address:	

Item No. I.-7.

# CITY OF OTTUMWA Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of :

August 6, 2024

Jake Rusch Prepared By

Zach Simonson

Department

Building and Code Enforcement

Department Head

Administrator Approval

AGENDA TITLE: Resolution No.168-2024. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 932 W Third.

\*\*\*\*\*\*

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

RECOMMENDATION: Pass and Adopt Resolution 168-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 932 W Third were accepted until 2 P.M. on July 25, 2024. Four bids were received. Weston McKee submitted the best bid in the amount of \$10,250.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

#### RESOLUTION NO. 168-2024

#### A RESOLUITON AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 932 W THIRD STREET.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on July 25, 2024; and

WHEREAS, the lowest qualified bid was from Weston McKee in the amount \$1,250.00 for Asbestos removal;

AND WHEREAS, the lowest qualified bid was from Weston McKee in the amount of \$9,000.00 for Demolition and Clean up;

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

Weston McKee be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 932 W Third Street in the amount of \$10,250.00.

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

**CITY OF OTTUMWA, IOWA** 

Richard W. Johnson, Mayor

ATTEST:

stina Reinhard, City Clerk

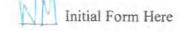
932 W THIRD	Asbestos		Demolition	Total
Weston McKee	\$1,250.00		\$9,000.00	\$10,250.00
Torres Construction	\$2,000.00		\$10,500.00	\$12,500.00
Dan Laursen	\$1,500.00	\$1,500.00 \$13,350.00		\$14,850.00
Dustan Smith	\$800.00		\$14,200.00	\$15,000.00
Best Bid For Asbestos Removal,	Demolition and clean up	<b>o:</b>		
Weston McKee		Total:		\$10,250

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### REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND DEMOLITION OF 932 W THIRD STREET OTTUMWA, IOWA

**BID FORM** 

Address	Asbestos Bid	Demolition Bid	TOTAL BID
932 W Third	7,250 °C	≈9,000 ≈	70,350.00

# Initial here if you are willing to have individual portions of your bid considered for award.

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

<u>A Bid Security</u> must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

<u>The Successful Bidder</u> shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the



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amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

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The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

11月1日日日1日日1日

C. California

Signature

L. States

Address

City, State, Zip

1011 E-mail Address

清洁的新花子

Printed Name

**Telephone Number** 

5-0

Date

Item No. I.-8.

## CITY OF OTTUMWA Staff Summary

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

Council Meeting of : \_\_\_\_\_

August 6, 2024

Jake Rusch

17-54

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.169-2024. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 2721 Branham.

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

RECOMMENDATION: Pass and Adopt Resolution 169-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 2721 Branham were accepted until 2 P.M. on July 25, 2024. Four bids were received. Weston McKee submitted the best bid in the amount of \$10,500.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

Source of Funds: 151-3-342-6499

Budget Item: X Budget Amendment Needed

#### RESOLUTION NO. 169-2024

A RESOLUITON AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 2721 BRANHAM STREET.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on July 25, 2024; and

WHEREAS, the lowest qualified bid was from Weston McKee in the amount \$500.00 for Asbestos removal;

AND WHEREAS, the lowest qualified bid was from Weston McKee in the amount of \$10,000.00 for Demolition and Clean up;

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

Weston McKee be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 2721 Branham Street in the amount of \$10,500.00.

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

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

2721 BRANHAM	Asbestos	Demolition	Total
Weston McKee	\$500.00	\$10,000.00	\$10,500.00
Dustan Smith	\$800.00	\$13,800.00	\$14,600.00
Torres Construction	\$2,000.00	\$16,105.00	\$18,105.00
Dan Laursen	\$1,500.00	\$21,900.00	\$23,400.00
Donald Jones	NA	\$15,000.00	\$15,000.00
Best Bid For Asbestos Remo	val, Demolition and clean up	:	
Weston McKee	1	Total:	\$10,500

791





### REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND DEMOLITION OF 2721 Branham STREET OTTUMWA, IOWA

**BID FORM** 

Address	Asbestos Bid	Demolition Bid	TOTAL BID
2721 Branham	#500 au	™10,000.∞	₹0,500°

# Initial here if you are willing to have individual portions of your bid considered for award.

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

<u>A Bid Security</u> must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

<u>The Successful Bidder</u> shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the



amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

Signature

Address

City, State, Zip

Printed Name

**Telephone Number** 

Date

111 E-mail Address

## CITY OF OTTUMWA Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of : August 6, 2024

Building and Code Enforcement

Department

Prepared By

Jake Rusch

Zach Simonson

Item No. I.-9.

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.170-2024. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 538 Summit.

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

\*\*\*\*\*\*

RECOMMENDATION: Pass and Adopt Resolution 170-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 538 Summit were accepted until 2 P.M. on July 25, 2024. Five bids were received. Dustan Smith submitted the best bid in the amount of \$11,900.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

#### RESOLUTION NO. 170-2024

#### A RESOLUITON AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 538 SUMMIT STREET.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on July 25, 2024; and

WHEREAS, the lowest qualified bid was from Dustan Smith in the amount \$4,700.00 for Asbestos removal;

AND WHEREAS, the lowest qualified bid was from Dustan Smith in the amount of \$7,200.00 for Demolition and Clean up;

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

Dustan Smith be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 538 Summit Street in the amount of \$11,900.00.

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

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

rard

Christina Reinhard, City Clerk

538 SUMMIT	Asbestos		Demolition	Total
Dustan Smith	\$4,700.00		\$7,200.00	\$11,900.00
weston mckee	\$15,000.00		\$8,500.00	\$23,500.00
Dan Laursen	\$15,000.00		\$8,850.00	\$23,850.00
Torres Construction	\$18,500.00		\$15,350.00	\$33,850.00
Donald Jones	NA		\$9,926.00	\$9,926.00
Best Bid For Asbestos Remo	val, Demolition and clean u	p:		
Dustan Smith		Total:		\$11,900



DS Initial Form Here

### REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND DEMOLITION OF 538 SUMMIT STREET OTTUMWA, IOWA

**BID FORM** 

Asbestos Bid	Demolition Bid	TOTAL BID
\$ 4,700.00	\$7,200.00	\$ 11,900

 $\frac{1}{2}$  Initial here if you are willing to have individual portions of your bid considered for award.

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

<u>A Bid Security</u> must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

<u>The Successful Bidder</u> shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

Initial Form Here

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amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

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The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

Signature

A LINE OF

werer Ave

JET LIGHT ST

Address

- Smusa IA, 57501 a, Zip

City, State, Zip

distan P @ MSII com

E-mail Address

Dustan Smith inted Name

Printed Name

CREAT BARRIES

641-226-41483

Telephone Number

7-25-2024

Date

## **CITY OF OTTUMWA** Staff Summary

\*\* ACTION ITEM \*\*

August 6, 2024 Council Meeting of :

Jake Rusch

Prepared By

Zach Simonson

Department

**Building and Code Enforcement** 

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.171-2024. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 606 Spring Street.

\*\*\*\*\*

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

RECOMMENDATION: Pass and Adopt Resolution 171-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 606 Spring were accepted until 2 P.M. on July 25, 2024. Four bids were received. Weston McKee submitted the best bid in the amount of \$17,500.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

Source of Funds: 151-3-342-6499

#### RESOLUTION NO. 171-2024

A RESOLUITON AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 606 SPRING STREET.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on July 25, 2024; and

WHEREAS, the lowest qualified bid was from Weston McKee in the amount \$8,500.00 for Asbestos removal;

AND WHEREAS, the lowest qualified bid was from Weston McKee in the amount of \$9,000.00 for Demolition and Clean up;

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

Weston McKee be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 606 Spring Street in the amount of \$17,500.00.

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

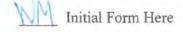
CITY OF OTTUMWA, IOWA

Richard W

ATTEST:

Christina Reinhard, City Clerk

606 SPRING	Asbestos		Demolition	Total
Weston Mckee	\$8,500.00		\$9,000.00	\$17,500.00
Dan Laursen	\$4,500.00		\$13,950.00	\$18,450.00
Dustan Smith	\$4,800.00		\$14,700.00	\$19,500.00
Torres Construction	\$12,500.00		\$16,105.00	\$28,605.00
Best Bid For Asbestos Removal,	Demolition and clean u	p:		
Weston McKee		Total:		\$17,500





### REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND DEMOLITION OF 606 SPRING STREET OTTUMWA, IOWA

**BID FORM** 

Address	Asbestos Bid	Demolition Bid	TOTAL BID
606 Spring	\$8,500,€	×9,000,°°	\$17,503

\_\_\_\_\_ Initial here if you are willing to have individual portions of your bid considered for award.

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

<u>A Bid Security</u> must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

<u>The Successful Bidder</u> shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.



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ALC: NO.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

ROLLING ST

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

ALL BALLER

Signature

信心管理的法则

Address

City, State, Zip

OM E-mail Address

EP

Printed Name

NI

**Telephone Number** 

Date

## Item No. I.-11.

#### CITY OF OTTUMWA

#### Staff Summary

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

Council Meeting of: August 6, 2024

Phillip Burgmeier Prepared By

Engineering Department Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #172-2024. Accepting the work as final and complete and approving the Final Pay Request for the Richmond Avenue Pump Station Improvements Project.

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

RECOMMENDATION: Pass and adopt Resolution #172-2024.

DISCUSSION: This project consisted of improvements to connect an existing 16 inch sanitary sewer force main to the Richmond Avenue Pump Station including trenched 12 inch and 16 inch force main piping, interior 8 inch and 12 inch piping and valves, air/vacuum valves in existing pits, portable pump connection and miscellaneous associated work. The Richmond Avenue Pump Station is located on the north side of Richmond Avenue to the west of North Milner Street.

Change Order #1 increases the contract sum by \$200.00 for the quantity adjustments.

DC Concrete and Construction, Douds, Iowa, has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #1 with final payment releasing all retainage.

\$ 86,750.00
\$ 200.00
\$ 86,950.00
\$ 80,512.50
\$ 6,437.50

Funding Source: Sewer Fund \$90,000.00

#### **RESOLUTION #172-2024**

#### A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST FOR THE RICHMOND AVENUE PUMP STATION IMPROVEMENTS PROJECT

- WHEREAS, The City Council of the City of Ottumwa, awarded a contract on December 5, 2023 to DC Concrete and Construction of Douds, Iowa for the above referenced project; and
- Change Order #1 increases the contract amount by \$200.00. The total new contract sum is WHEREAS, \$86,950.00. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Richmond Avenue Pump Station Improvements Project is hereby accepted as complete and authorization to make final payment to DC Concrete and Construction of Douds, Iowa in the amount of \$6,437.50 is hereby approved.

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

CITY OF OTTUMWA, IOWA

Richard W. Johnson, N

ATTEST:

Christina Reinhard, City Clerk

#### SECTION 630 PAY ESTIMATE

#### CITY OF OTTUMWA

#### APPLICATION FOR PAYMENT

TC	OWNER: City of Ottumwa PROJECT: Rich	imond Avenue Pump Station Improvem PAY REQUEST NO. 2 Final
FR	COM CONTRACTOR: DC Concrete & Const.	PAY PERIOD: 10-Jul-24
1.201	DNTRACTOR'S APPLICATION FOR PAYMENT plication for payment is made as follows:	
1.	Original Contract Sum	\$86,750.00
2.	Net change by Change Orders	\$200.00
3.	Contract Sum to Date (Line 1+ Line 2)	\$86,950.00
4.	Total Completed and Stored to Date	\$86,950.00
5.	Relainage: 0 % of Completed work	\$0.00
6.	Total Earned Less Retainage Amount	\$86,950.00
7.	Less Previous Payments	\$80,512.50
8.	Current Payment Due	\$6,437.50

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

CONTRAC 15/2024 Conced DATE: BY: TITLE: Own

#### ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$6,437.50

7-16-2024 DATE:

ENGINEER DIRECTOR OF PUBLIC WORKS

	2					1						
	7/10/2024	and the second second second	Concrete	& Const.		AS BUILT		QUANTITY	% OF		1	
ITEM		UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT			
1	SANITARY SEWER FORCE MAIN, TRENCHED, PVG, 12"	LF	30	\$625.00	\$18,750.00	30	\$18,750.00	\$0.00	100.00%		1	
2	SANITARY SEWER FORCE MAIN TRENCHED, PVC, 16"	LF	20	\$500.00	\$10,000.00	20	\$10,000.00	\$0.00	100.00%			
3	SEWAGE AIR RELEASE VALVE	EA	2	\$5,000.00	\$10,000.00	2	\$10,000.00	\$0.00	100.00%			
4	PUMP STATION MODIFICATIONS	LS	1	\$34,000.00	\$34,000.00	1	\$34,000.00	\$0.00	100.00%			
5	FULL DEPTH PATCHES (PCC)	SY	10	\$200.00	\$2,000.00	0	\$0.00	(\$2,000.00)	0,00%			
6	TEMPORARY TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$0.00	100.00%			
7	CONVENTIONAL SEEDBED PREPARATION AND MULCH	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00	100.00%			
8	MOBILIZATION	LS	1	\$7,000.00	\$7,000.00	1	\$7,000.00	\$0.00	100.00%	 		
	CD Fill-Void under Richmond					1	\$2,200.00			 		
				TOTAL	\$86,750.00							
			ASB	UILT TOTAL			\$86,950.00	(\$2,000.00)				

#### Section 640 CHANGE ORDER

Project: Ri	chmond Avenue Pum	p Station Improvements	1	To Contractor:	DC Concrete & Const.
Change Orde	Number: 1				
•					- 4
The Contract	is changed as follows			10-Jul-24	
Q	uantity Adjustments-S	ee Tab Sheet		-\$2.000.00	
	Fill-Void under Rich			\$2,200.00	7. J
				\$0.00	
				\$0.00	70.
				\$0.00	T
				\$0.00	
				\$0.00	5
			Total:	\$200.00	
Ba	ise bid amount	\$86,750.00			
		NEW PROJECT TO	TAL	\$86,950.00	
NC	T VALID UNTIL SIG	NED BY THE OWNER	AND CO	NTRACTOR	
The Original C	contract Sum was				\$86,750.00
Net change by	previously authorize	d Change Orders			\$0.00
The Contract	Sum prior to this char	nge order			\$86,750.00
The Contract	Sum will be increase	ed by this change order	in the a	mount of	\$200.00
The new Cont	ract Sum including th	is change order			\$86,950.00
The Contract	Time will be _unchang	ged by			days

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

An ENGINEER SORDUNSON

DIRECTOR OF PUBLIC WORKS

7-16-2021 DATE 7/15/2024

TITLE

DC Concrete & Const. CONTRACTOR

÷

BY



July 10, 2024

DC Concrete & Construction

RE: Richmond Milner Force Main Connection

In reference to Seeding and Fertilizing, the following agreement is made:

- 1) The Contracting Authority (City of Ottumwa) has made payment for this project in full.
- 2) The Contractor (DC Concrete & Construction agrees to return and reseed as soon as weather permits.

City Of Ottumwa-Engineering

Contractor

Representative & Title

City of Ottumwa, Engineering Department 105 East Third Street, Ottumwa, Iowa 52501 Telephone 641-683-0680 Fax 641-683-0692

## Item No. I.-12.

#### CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: August 6, 2024

Engineering Department Department

Phillip Burgmeier Prepared By RII

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #173-2024. Accepting the work as final and complete and approving the Final Pay Request for the Bridge View Hotel Parking Lot Extension Project.

\*\*\*\*\* \*\*The Proof of Publication for each Public Hearing must be \*\*Public hearing required if this box is checked. \*\* 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 #173-2024.

DISCUSSION: This project consisted of constructing a 4575 SY, 7" PCC parking lot at the south end of the existing Bridge View Parking Lot. The work included 452 LF of 24" RCP, and a new storm sewer installation that removed storm water from the existing sanitary sewer. This project provided an additional 117 paved parking spaces.

Change Order #1 decreases the contract sum by \$2,767.41 for the quantity adjustments.

DC Concrete and Construction, Douds, Iowa, has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #1 with final payment releasing all retainage.

Original Contract Amount	\$ 473,143.50
Change Order #1	\$ (2,767.41)
New Contract Amount	\$ 470,376.09
Less Previous Payments	\$ 428,905.95
Final Amount Due	\$ 41,470.14

Funding Source: CIP

#### RESOLUTION #173-2024

#### A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST FOR THE BRIDGE VIEW HOTEL PARKING LOT EXTENSION PROJECT

- WHEREAS, The City Council of the City of Ottumwa, awarded a contract on August 2, 2022 to DC Concrete and Construction of Douds, Iowa for the above referenced project; and
- WHEREAS, Change Order #1 decreases the contract amount by \$2,767.41. The total new contract sum is \$470,376.09. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Bridge View Hotel Parking Lot Extension Project is hereby accepted as complete and authorization to make final payment to DC Concrete and Construction of Douds, Iowa in the amount of \$41,470.14 is hereby approved.

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

CITY OF OTTUMWA, IOWA

Richard W. Johnson Mayor

ATTEST:

hard Christina Reinhard, City Clerk

#### SECTION 630 PAY ESTIMATE

#### CITY OF OTTUMWA

#### APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa	PROJECT: Bridgeview Hotel Parking Lot Extension	PAY REQUEST NO. 3 Final
FROM CONTRACTOR DC Concrete & C	Const. PAY PERIOD	1-Jul-24
CONTRACTOR'S APPLICATION FOR PA	AYMENT	

Application for payment is made as follows:

- 1. Original Contract Sum
- (\$2,767.41) Net change by Change Orders 2. \$470,376.09 Contract Sum to Date (Line 1+ Line 2) 3 \$470,376.09 Total Completed and Stored to Date 4. \$0.00 % of Completed work 5. Retainage: 0 \$470,376.09 Total Earned Less Retainage Amount 6. \$428,905.95 Less Previous Payments 7. \$41,470.14 8. Current Payment Due

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

antiture DATE CONT TITLE

#### ENGINEER'S CERTIFICATE FOR PAYMENT

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

ENGINEERING SUPERVISOR or DIR. OF PUBLIC WORKS

AMOUNT CERTIFIED: \$41,470.14

DATE:

-16-2021

\$473,143.50

Acres and an	view Hotel Parking Lot Extension	-											
	3 7/1/2024	DC	Concrete	& Const.		AS BUILT		QUANTITY	% OF				-
ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT				-
	Topsoil, Furnish and Spread	CY	150	\$10.00	\$1,500.00	144.3	\$1,443.00	(\$57.00)	96.20%			2	
	Class 10 Excavation	CY	1570	\$10.00	\$15,700,00	1570	\$15,700,00	\$0.00	100.00%				
	Subbase, Modified, 6" Thickness	TN	1580	\$25.00	\$39,500.00	1024.07	\$25,601,75	(\$13,898.25)	64.81%				
		LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00	100.00%				
4	Trench Compaction Testing Storm Sewer Gravity Main, Trenched, RCP, 24"	LF	452	\$100.00	\$45,200.00	460.32	\$46,032.00	\$832.00	101.84%				
		LF	25	\$25.00	\$625.00	25	\$625.00	\$0.00	100.00%			-	
	Removal of Storm Sawer	EA	1	\$500.00	\$500.00	1	\$500.00	\$0,00	100.00%				-
	Storm Sewer Abandonment, Plug	EA	1	\$1,300.00	\$1,300.00	1	\$1,300.00	\$0.00	100.00%				-
	Concrete Apron, 24"	EA	1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0,00	100,00%		-		
	Footing for Concrete Apron, 24"	EA		\$1,600.00	\$1,600.00	1	\$1,600,00	\$0.00	100.00%				-
	Apron Guard, 24"	EA	2	\$4,700.00	\$9,400.00	2	\$9,400.00	50.00	100.00%				-
	Manhole, SW-401, 48" Dia.	EA	1	\$6,500.00	\$6,500.00	1	\$6,500.00	\$0.00	100.00%				
	Intake, SW-506	EA	1	\$500.00	\$500.00	1	\$500.00	\$0.00	100.00%				
Aug. 10. 10. 10. 10.	Removal of Intake	SY	4575	\$63.50	\$290,512.50	4561.16	\$289,633.66	(\$878.84)	99,70%		1		
	Pavement, 7" PCC	LF	4575	\$61.00	\$3,050.00	103,89	\$6,337,29	\$3,287.29	207.78%				-
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Curb and Gutter, 2.5' PCC, 6"	SY	20	\$64.00	\$1,280.00	27.99	\$1,791,36	\$511.36	139,95%				-
	Sidewalk, PCC, 6"	SF	30	\$55.00	\$1,650,00	22	\$1,210.00	(\$440.00)	73.33%				_
	Detectable Warnings			\$100.00	\$5,000.00	62.22	\$6,222.00	\$1,222.00	124.44%				
	Patch, PCC, 9"	SY	50 30	\$145.00	\$4,350.00	27.35	\$3,965.75	(\$384.25)	91,17%				-
	Concrete, Colored and Stamped, 9"	SY	98	\$145.00	\$1,176.00	131.19	\$1,574.28	\$398.28	133,87%		-		
	Removal of Pavement	EA	4	\$2,000.00	\$8,000,00	6	\$12,000.00	\$4,000.00	150.00%				
	Footing, Light Base		1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$0,00	100.00%				
a second second	Handhole, Electrical	EA	1	\$2,000,00	\$2,000.00	1	\$2,000.00	\$0,00	100.00%				-
	Traffic Control	LS	1	\$3,800.00	\$3,800,00	1	\$3,800.00	\$0.00	100.00%				-
24	Seeding, Fortilizing & Mulch	LF	100	\$7.00	\$700.00	0	\$0.00	(\$700.00)	0.00%	_			-
	Silt Fence-Installation	LF	100	\$3.00	\$300.00	0	\$0.00	(\$300.00)	0.00%				-
	Silt Fence-Removal	LF	100	\$9,500.00	\$9,500.00	1	\$9,500.00	\$0.00	100.00%				-
and the second sec	Construction Survey	LS	1	\$3,500.00	\$3,500.00	t	\$3,500.00	\$0.00	100.00%			-	
	Mobilization	LS	1	\$1,500,00	\$1,500.00	1	\$1,500.00	\$0.00	100.00%				
	Concrete Washout	LS	550	\$1,500.00	\$5,500.00	604	\$6.040.00	\$540.00	109.82%				_
30	Conduit, PVC. 1"	LF	300	\$10.00	50,000.00	004	00,010,00	0010100					
	Bore Conduit						\$2,500.00						
	Intake Modification	-		-		1	\$1,500.00						
	City Provided Class 10			-			(\$900.00)						
-	dity i forded class fo		-										
			C	TOTAL	\$473,143.50								
1			ASE	BUILT TOTAL	1		\$470,376.09				-		_
-		-		1.0		1		(\$5,867.41)					_
				1							1		

		CHANGE OF	RDER		
Project:	Bridgeview Hotel Parkin	g Lot Extension		To Contractor:	DC Concrete & Const.
Change (	Order Number: 1				
The Cont	ract is changed as follows			1-Jul-24	4
	Qty Adjustment: See Ta	ib Sheet		-\$5,867.41	
	Bore Electric Conduit			\$2,500.00	
	Modify Intake	whether the		\$1,500.00	
	Class 10 from City \$1/C	Y (900 CY)		-\$900.00	
				\$0.00	2
				\$0.00	
				\$0.00	-
			Total:	(\$2,767.41)	
	Base bid amount	\$473,143.50			
		NEW PROJECT TO	TAL	\$470,376.09	
	NOT VALID UNTIL SIG	NED BY THE OWNER A	ND CO	NTRACTOR	
The Origin	nal Contract Sum was				\$473,143.50
Net chang	ge by previously authorized	d Change Orders			\$0.00
The Contr	ract Sum prior to this char	ige order			\$473,143.50
The Contr	ract Sum will be decreas	ed by this change order	in the a	mount of	(\$2,767.41)
The new (	Contract Sum including thi	s change order			\$470,376.09
The Contr	act Time will be unchang	ged by			days

Section 640

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

ENGINEERING SUPERVISOR/ DIRECTOR OF PUBLIC WORKS

DC Concrete & Const. CONTRACTOR

O B)

7-16-2024 DATE 7/15/2024 DATE

Dum



July 10, 2024

DC Concrete & Construction

RE: Bridgeview Parking Lot Extension

In reference to Seeding and Fertilizing, the following agreement is made:

- 1) The Contracting Authority (City of Ottumwa) has made payment for this project in full.
- 2) The Contractor (DC Concrete & Construction agrees to return and reseed as soon as weather permits.

Of Ottumwa/Engineering

a & Construction DC

Contractor

Representative & Title

City of Ottumwa, Engineering Department 105 East Third Street, Ottumwa, Iowa 52501 Telephone 641-683-0680 Fax 641-683-0692

### Item No. I.-13.

#### 175CITY OF OTTUMWA

Staff Summary

\* ACTION ITEM \*

Council Meeting of: \_\_\_\_\_August 6, 2024

Engineering Department Department

Phillip Burgmeier Prepared By

Department Head

not attached, the item will not be placed on the agenda.\*\*

City Administrator Approval

AGENDA TITLE: Resolution #175-2024. Approve 2024 RFP #2 James Street Emergency Sewer Repair and authorize Mayor to sign.

RECOMMENDATION: Resolution #175-2024. Approve payment to DC Concrete and Construction for emergency repair work to the James Street Sewer.

DISCUSSION: A section of James Street's sanitary sewer failed and plugged the sewer line. A pump was brought in to bypass sewer flow but groundwater infiltration at the the failure point caused a void to form under the street. The void quickly grew to 6' deep necessitating an immediate emergency repair. Every contractor we spoke to commented that the volume of groundwater flow was the most they'd ever seen and were reluctant to even attempt the project.

An RFP was sent to 3 contractors. Only one sent a response. The rates were reasonable for the situation. The RFP anticipated the contractor would need eight dewatering wells to keep the water table below the work area. They ended up installing 11 wells. Sheet piles 20' feet long were driven one either side of the trench. Even so, water and sand were continually flowing under the sheet piles and into the work area, causing slumping and cave offs outside the shoring and contributing to 2 water main breaks. One manhole, 2 sewer laterals, and 50 LF of sewer was replaced. The contractor hauled in 221 CY of suitable fill to replace material removed from the trench and 200 tons of road stone to open the street until a city crew can replace the pavement.

DC Concrete and Construction of Douds, Iowa completed the project for a total cost of \$125,560.00. This resolution will authorize final payment for the work.

#### RESOLUTION #175-2024

#### A RESOLUTION AWARDING THE CONTRACT FOR THE 2024 RFP #2 - JAMES STREET EMERGENCY SEWER REPAIR PROJECT

WHEREAS, A request for proposal was sent to DC Concrete and Construction for a price for an emergency sewer repair on James Street; and,

WHEREAS, The proposal received was proper and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to DC Concrete and Construction of Douds, Iowa in the amount of \$90,000.00.

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

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

#### **SECTION 630** PAY ESTIMATE

#### **CITY OF OTTUMWA**

#### APPLICATION FOR PAYMENT

FROM CONTRACTOR: DC Concrete & Construction	PAY PERIOD: 10-Jul-24
CONTRACTOR'S APPLICATION FOR PAYMENT Application for payment is made as follows:	
1. Original Contract Sum	\$90,000.00
2. Net change by Change Orders	\$0.00
<ol><li>Contract Sum to Date (Line 1± Line 2)</li></ol>	\$90,000.00
<ol> <li>Total Completed and Stored to Date</li> </ol>	\$87,500.00
5. Retainage: 5 % of Completed work	\$4,375.00
5. Total Earned Less Retainage Amount	\$83,125.00
7. Less Previous Payments	\$0.00
3. Current Payment Due	\$83,125.00

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

CONTRACTOR: DC Concrete & Const.	DATE:	7/15/2024
BY: Onidget life	TITLE:	Durner

#### ENGINEER'S CERTIFICATE FOR PAYMENT

OTAL

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

ENGINEERING SUPERVISOR

DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: 7-16-2024 DATE: 07-31-2024 DATE:

\$83,125.00

	PAYMEN	TAUTHOR	IZATION	
FUND	PROGRAM	OBJECT	AMOUNT	
610	8-823	6499	\$ 83,125.00	
£4	how	an	07-29-2	024
APPE	OVEREY		DATE	

RFP #	2-James Street Emergency Sewer Repair									 	
-	7/10/2024	DC Co	ncrete &	Construction		AS BUILT		QUANTITY	% OF	 	
TEM		UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER			
1	Sanitary Sewer Repair	LF	50	\$750.00	\$37,500.00	50	\$37,500.00	\$0.00	100.00%		
2	Pavement Removal	SY	100	\$30.00	\$3,000.00	0	\$0.00	(\$3,000.00)	0.00%		
3	Suitable Backfill	CY	150	\$40.00	\$6,000.00	0	\$0.00	(\$6,000.00)	0.00%		1
4	SW-301, Sanitary Manhole	EA	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$0.00	100.00%		
5	Installation of Dewatering Well	EA	8	\$3,000.00	\$24,000.00	8	\$24,000.00	\$0.00	100.00%		
	Sanitary Sewer Lateral	EA	1	\$2,500.00	\$2,500.00	2	\$5,000.00	\$2,500.00	200.00%		1.1
7	Dewatering-Per Day	DAY	10	\$1,000.00	\$10,000.00	16	\$16,000.00	\$6,000.00	160.00%		
8	3/4" Road Stone	TN	50	\$40.00	\$2,000.00	0	\$0.00	(\$2,000.00)	0.00%		
						-				 	
_		-	-	TOTAL	\$90,000.00					 -	
			ASB	UILT TOTAL			\$87,500.00				
						1		(\$2,500.00)			
		1	-							 	

#### SECTION 630 PAY ESTIMATE

#### CITY OF OTTUMWA

#### APPLICATION FOR PAYMENT

TC	OWNER: City of Ottumwa PROJECT: RFP #2-	2-James Street Emergency Sewer Ri PAY REQUEST NO 2 Final
FR	OM CONTRACTOR: DC Concrete & Construction	PAY PERIOD 31-Jul-24
1.00	DNTRACTOR'S APPLICATION FOR PAYMENT plication for payment is made as follows:	
1.	Original Contract Sum	\$90,000.00
2	Net change by Change Orders	\$35,560.00
3	Contract Sum to Date (Line 1± Line 2)	\$125,560.00
4	Total Completed and Stored to Date	\$125,560.00
5	Retainage:% of Completed work	\$0.00
6	Total Earned Less Retainage Amount	\$125,560.00
7	Less Previous Payments	\$83,125.00
8	Current Payment Due	\$42,435.00

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

CONTRACTOR DC COncrete & Const.	DATE	7/31/2024
BY Poulget Ciff	TITLE	Gumen

#### ENGINEER'S CERTIFICATE FOR PAYMENT

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

ENGINEERING SUPERVISOR

AMOUNT CERTIFIED \$42,435.00 DATE 2021

DIRECTOR OF PUBLIC WORKS

DATE

	7/31/2024	DC Cor	ncrete & C	onstruction		AS BUILT		QUANTITY	% OF			
TEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT			
1	Sanitary Sewer Repair	LF	50	\$750.00	\$37,500.00	50	\$37,500.00	\$0.00	100.00%			
2	Pavement Removal	SY	100	\$30.00	\$3,000.00	189	\$5,670.00	\$2,670.00	189.00%			
3	Suitable Backfil	CY	150	\$40.00	\$6,000.00	221.36	\$8,854.40	\$2,854.40	147.57%			
4	SW-301, Sanitary Manhole	EA	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$0.00	100.00%			-
5	Installation of Dewatering Well	EA	8	\$3,000.00	\$24,000.00	11	\$33,000.00	\$9,000.00	137.50%			_
6	Sanitary Sewer Lateral	EA	1	\$2,500.00	\$2,500.00	2	\$5,000.00	\$2,500.00	200.00%			-
7	Dewatering-Per Day	DAY	10	\$1,000.00	\$10,000.00	16	\$16,000.00	\$6,000,00	160.00%			1
8	3/4" Road Stone	TN	50	\$40.00	\$2,000.00	199,7	\$7,988.00	\$5,988.00	399.40%			-
	2" Rock for MH Base						\$1,457.60					
	PVC Sewer Sleeves						\$1,580.00				· · · · · · · · · · · · · · · · · · ·	-
	Class 10 over Water Main			1	11		\$2,310.00					
	Concrete Collar around existing broken clay						\$1,200.00					-
-												+
_				TOTAL	\$90,000.00	-						
			ASBL	ILT TOTAL			\$125,560.00					
					1			\$29,012.40				
		10.00								-		-
1.5								1	1		and the second	-

		CHANGE ORDER		
Project:	RFP #2-James Street Er	mergency Sewer Repair	To Contractor	DC Concrete & Construc
Change (	Order Number: 1			
The Cont	ract is changed as follows		31-Jul-24 \$0.00	£
	2" Rock for MH Base PVC Sewer Sleeves Class 10 over Water Ma Qty. Adjustments	36.44 tn @ \$40/tn in	\$1,457.60 \$1,580.00 \$2,310.00 \$29,012.40	
	Concrete Collar around	existing broken clay	\$1,200.00 \$0.00	2
		Tota	al: \$35,560.00	
	Base bid amount	\$90,000.00		
		NEW PROJECT TOTAL	\$125,560.00	
	NOT VALID UNTIL SIG	NED BY THE OWNER AND	CONTRACTOR	
The Origi	nal Contract Sum was			\$90,000.00
Net chan	\$0.00			
The Cont	\$90,000.00			
The Cont	\$35,560.00			
The new	Contract Sum including thi	s change order		\$125,560.00
The Cont	ract Time will be unchang	ged by		<u>0</u> days

Section 640

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

ENGINEER A PARA

2 DATE

DATE

DC Concrete & Construction CONTRACTOR BY

TITLE

### REQUEST FOR PROPOSAL

### 2024 RFP #2 James Street Emergency Sewer Repair

The City of Ottumwa, Iowa is accepting proposals for an emergency repair to the sanitary sewer located in the 900 block of S. James Street, in Ottumwa, IA.

This project consists of excavating, removal and repair of the faulty sewer, backfill, manhole installation, dewatering, and other necessary work to make the emergency repair.

### **James Street Sewer Repair**

Work Shall Include:

1. Bid Item is for the repair of the existing sanitary sewer. This includes excavation, manhole removal and disposal, pipe removal and disposal, furnishing and installing 15" SDR 26 and connections, removing and possibly reusing 18" PVC to repair and connect to existing 18" sanitary sewer. New manhole will be relocated to the north end of the repair section. Bid item shall include all material, equipment and labor (including trench box/shoring) to complete the work.

2. Bid Item is for the removal of approximately 100 SY of 7" PCC Pavement. Contractor will be responsible for hauling and disposal of removed pavement. All material, equipment and labor shall be considered incidental to bid item.

3. This bid item is to establish a price for suitable backfill in case the existing backfill is deemed unsuitable. This shall include all material, labor and equipment to furnish, haul and place suitable, and haul away unsuitable material. This is not a guaranteed bid item.

4. This bid item is to install a new 48" SW-301 manhole. This includes all labor, material and equipment necessary to furnish and install the manhole, including connections. As mentioned in bid item #1, the manhole location will be moved to the north end of the repair. Existing manhole depth is approx. 12" deep.

5. This bid item is to install dewatering well(s) to a depth of 20'. This item will include all material, labor and equipment necessary to install the well to the appropriate depth, fill bottom of well with 3' of clean rock. The contractor will be responsible to supply pumps, hoses, electrical cords, and any other materials needed during the dewatering process.

6. This bid item is to establish a price for a 4" or 6" lateral replacement. This bid item shall include all material, labor and equipment necessary to replace or repair sewer lateral(s) if any are encountered during the sewer repair. Connection to the sanitary main can be obtained by using an approved saddle. This is not a guaranteed bid item.

7. This bid item is to establish a price for dewatering. The City of Ottumwa WPCF department will assist the contractor by supplying a generator to run up to 8 sump pumps, maintaining fuel, overnight monitor checks during shift rounds. The contractor will be responsible for monitoring the pumps during normal working hours. Rate will be a "day" rate to monitor all pumps.

8. This bid item is for 12" of compacted ¼" Road stone as a patch surface once work and backfill is complete. Price shall include all material, labor and equipment necessary to haul, place and compact road stone to finished grade.

Interested parties are strongly urged to look at the project area to make necessary calculations to satisfy themselves of the amount of work required to complete the project. Utility locates and avoiding those utilities

2024 RFP #2

- 10

5-31-24

are the responsibility of the contractor. All site restoration and seeding shall be considered incidental to the bid items.

James Street Sewer Repair	QTY	UNIT	PRICE	EXTENSION
Bid Items:	-	1.5	10 M	s 37 500
1. Sanitary sewer repair	50	LF	3 120.00	
2. Pavement Removal	100	SY	2 20.00	\$ 3,000.00
3. Suitable Backfill	150	CY	\$ 40.00	00.000.00
4. SW-301, Sanitary Manhole	1	EA	\$ 5,000	\$ 5,000,00
5. Installation of dewatering well	8	EA	\$ 3,000	\$ 24.000.00
6. Sanitary Lateral	1	EA	\$ 2,500	\$ 2,500.00
7. Dewatering-Per Day	10	DAY	\$1,000	\$ 10,000,00
8. <sup>3</sup> / <sub>4</sub> " Roadstone	50	TN	\$ 40.00	\$\$2,000.00
			TOTAL	s <u>90,000,</u> 00

If there are any questions regarding bid proposal, please contact Scott McCarty, City of Ottumwa Engineering Department at (641) 683-0680 from 7:00 a.m. to 3:30 p.m. Monday through Friday.

### ENGINEERING DEPARTMENT CITY OF OTTUMWA, IOWA

### PROPOSAL FOR: 2024 RFP#2-JAMES STREET EMERGENCY SEWER REPAIR LOCATED IN THE 900 BLOCK OF SOUTH JAMES STREET ON THE SOUTH SIDE OF OTTUMWA.

2024 June Date

### TO WHOM IT MAY CONCERN:

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

James Street Sewer Repair	QTY	UNIT	PRICE	EXTENSION
Bid Items:				and a second
1. Sanitary sewer repair	50	LF	\$ 750.00	\$37,500.00
2. Pavement Removal	100	SY	\$30.00	\$3000.00
3. Suitable Backfill	150	CY	\$ 40.00	sc'000.00
4. SW-301, Sanitary Manhole	1	EA	\$5.000.0	055'000.00
5. Installation of dewatering well	8	EA	\$ 3000.0	0 \$24,000,00
6. Sanitary Lateral	1	EA	\$ 2,500.0	052,500.00
7. Dewatering-Per Day	10	DAY	\$1.000.0	00.000.0120
8. 1/4" Roadstone	50	TN	\$40.00	
			TOTAL	0,000,000

### COMPLETION DATE

NONE

WARRANTY, (Specify)

Work shall commence immediately upon City approval

### TIME REQUIRED

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

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

DC Concrete & C

Name of Company

By Obu Authorized Signature

<u>641 - 919 - 0636</u> Thone Number

6/7/2024 Date

5-31-24

2024 RFP #2

### CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA th	is 7 day June,
2024 by and between the CITY OF OTTUMWA, IA herein after ca	alled the "OWNER" and
DC Concrete & Construction of Dow	as, Iowa herein after called
the "CONTRACTOR."	

### WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: James Street Emergency Sewer Repair as stated in the attached 2024 RFP #2. 2024 RFP #2 and the signed proposal are included as part of this contract.

In the following location to wit; 900 Block of South James, South of Mary Street located in the City of Ottumwa.

It is understood and agreed: The Contract will be paid upon satisfactory completion of project and acceptance as directed by City of Ottumwa Engineering Department.

The Owner shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages resulting from non-performance of this contract.

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

Section 423.3 of the 2005 Code of Iowa, requires the Contractor to pay sales or use tax on materials or equipment used or supplied during construction. All Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **2024 RFP #2**. Said payment to be made upon presentation of an invoice for aforesaid improvement. A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of lowa statutes must be provided.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or

property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

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

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

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

**CITY OF OTTUMWA** 

Richard Johnson, Mayor

ATTEST:

Chris Reinhard, City Clerk

### CONTRACTOR

DC Concrete & Construct Company Name

CSV R

Representative Signature

15476 Emerald Company Address

525 Donds, J City, State, Zip

5-31-24

# Item No. I.-14.

### CITY OF OTTUMWA

### Staff Summary

### \* ACTION ITEM \*\*

Council Meeting of: August 6, 2024

Engineering Department Department

Phillip Burgmeier Prepared By

Department Head

# Aly Ra

City Administrator Approval

AGENDA TITLE: Resolution #177-2024. Approve Change Requests #4 and #9 for the City Hall Improvement Project.

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

RECOMMENDATION: Pass and adopt Resolution #177-2024.

DISCUSSION: Change Request #4 will provide compensation to the Contractor for replacing step flashing around the chimney to stop water from getting in behind the walls. Change Request #9 provides compensation for replacing galvanized water lines below the 2<sup>nd</sup> floor slab, and up to the 3<sup>rd</sup> floor restrooms. The galvanized lines are near the end of their useful life and are a risk to the new construction on first floor.

All other change requests have been run through the contingency allowance in the contract. Change Request #4 is outside the scope of the original project and Change Request #9 is too large so they are being added to the contract amount. The architect has reviewed and accepted the change requests.

Change Order #1 increases the contract amount by \$47,590. The new contract sum is \$3,835.822.00

Contract	\$3,782,232.00		
CR #4	\$ 7,590.00		
CR #9	\$ 46,000.00		
New contract	\$3,835,822.00		

Source of Funds: ARPA, BOND, Franchise Fee, and General Fund Budgeted Item: Yes

### RESOLUTION #177-2024

### A RESOLUTION APPROVING CHANGE REQUESTS #4 AND #9 FOR THE CITY HALL IMPROVEMENTS PROJECT

- WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with RG Construction, Inc. of Ottumwa, Iowa on October 3, 2023 for the above referenced project; and
- WHEREAS, Change Request #4 is for replacing step flashing around the chimney to stop water from getting in behind the walls and is outside the scope of the original project; and
- WHEREAS, Change Request #9 is for replacing galvanized water lines below the 2<sup>nd</sup> floor slab, and up to the 3<sup>rd</sup> floor restrooms and is too large so it is being adding to the contract amount.

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

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

CITY OF OTTUMWA, IOWA

ounon Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk



215 E. FOURTH STREET OTTUMWA, IA 52501 WWW.RGCONSTRUCTIONCOMPANY.COM PHONE: 641.954.9898 FAX: 641.316.8181



To: Willett Hofmann & Associates Attention: Paul Newman Date: 07/30/2024 Office: 319-378-1401

Address: 625 32<sup>nd</sup> Avenue SW Cedar Rapids, IA 52404

JOB NAME	JOB NUMBER	JOB ADDRESS	
Ottumwa City Hall Renovation		105 East Third Street	

PROPOSAL SUMMARY	AMOUN	T
Install new water piping from the basement tie in point, as shown on the plumbing plans, to the second and third floor restrooms reconnecting existing fixtures. This includes copper tubing, fittings and pipe insulation.		\$40,000.00
	Markup at 15%	\$ 6,000.00
	Total	\$ 46,000.00



215 E. FOURTH STREET OTTUMWA, IA 52501 WWW.RGCONSTRUCTIONCOMPANY.COM PHONE: 641.954.9898 FAX: 641.316.8181



To: Willett Hofmann & Associates Attention: Paul Newman Date: 03/06/2024 Office: 319-378-1401

Address: 625 32<sup>nd</sup> Avenue SW Cedar Rapids, IA 52404

JOB NUMBER	JOB ADDRESS
	105 East Third Street
	JOB NUMBER

	\$ 6,600.00
Markup @ 15%	\$ 990.00
Total Request	\$ 7,590.00

# Item No. I.-15.

### CITY OF OTTUMWA

### Staff Summary

### \* ACTION ITEM \*\*

Council Meeting of: \_\_\_\_August 6, 2024

Engineering Department

Phillip Burgmeier Prepared By Department Head

City Administrator Approval

AGENDA TITLE: Resolution #178-2024. Approving Second Amendment to Professional Services Agreement for engineering services between the City of Ottumwa and Veenstra & Kimm, Inc. for the Blake's Branch, Phase 8, Division 2 Sewer Separation Project.

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

RECOMMENDATION: Pass and adopt Resolution #178-2024.

DISCUSSION: The City of Ottumwa entered into an Agreement for Professional Services with Veenstra & Kimm, Inc. on June 1, 2021. This agreement was for professional services to design Phase 8 Division 2. Since then the City split the project into Divisions 2 and 3, and expanded the scope of work to include more area. There have been several recent changes to the project, increasing the scope once again. Two expensive conflict structure were removed and trenchless methods have been specified to cross under Blake's Branch instead. Trenchless methods have also been added next to two houses to reduce the chance of an open excavation causing damage. The storm sewer was modified to accommodate a paved parking lot being put in near the new tennis courts. Norris Street was moved to line up with Gara at Jefferson Street. Professional services have been added to provide easement documents for Division 3 parcels.

The Second Amendment to the Professional Services Agreement will add design services for additional work as outlined above. Total additional cost as outlined in the Agreement shall not exceed the sum of \$125,000.00.

Original Agreement	\$695,000.00
Amendment #1	\$ 39,800.00
Amendment #2	\$125,000.00
New Agreement	\$859,800.00

Source of Funds: Sewer Fund

### RESOLUTION NO. #178-2024

### A RESOLUTION APPROVING THE SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OTTUMWA AND VEENSTRA & KIMM, INC. FOR CSO, PHASE 8, DIVISION 2, SEWER SEPARATION PROJECT

- WHEREAS, This Amendment to the Professional Services Agreement will cover recent changes to increase the scope of the project to include trenchless methods, storm sewer modification to accommodate a paved parking lot by new tennis courts, realigning Norris Street to Gara Street at Jefferson Street and to provide easement documents needed; and,
- WHEREAS, The Amendment to the consulting engineering services of Veenstra & Kimm, Inc., shall not exceed \$125,000.00 resulting in a new total sum for professional services of \$859,800.00.

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

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

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

nristina Reinhard, City Clerk



VEENSTRA & KIMM INC. 3000 Westown Parkway West Des Moines, Iowa 50266

> 515.225.8000 // 800.241.8000 www.v-k.net

July 31, 2024

Phillip Burgmeier Public Works Director City of Ottumwa City Hall Attn: Engineering Department 105 E. Third Street Ottumwa, Iowa 52501

## OTTUMWA, IOWA BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 3 AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

Enclosed are two copies of an Amendment to the Agreement for professional engineering services for the Blake's Branch Sewer Separation Phase 8, Division 3 project. The Amendment to the Agreement is for additional design and easement preparation services.

Please review the Amendment to the Agreement for professional engineering services for the Blake's Branch Sewer Separation Phase 8, Division 3 project. If the Amendment to Agreement is satisfactory, please arrange for execution of both copies of the document and return one signed copy to this office.

We appreciate the opportunity to continue our relationship with the City of Ottumwa through this very important project for the community and we look forward to providing services for this project. If you have any questions regarding this Agreement, please contact us at 800-241-8000.

VEENSTRA & KIMM, INC.

Randy M. Johnson, P.E.

409 Enclosures

### SECOND AMENDMENT TO AGREEMENT

### OTTUMWA, IOWA BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 3 PROFESSIONAL ENGINEERING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this \_\_\_\_\_ day of <u>August</u>, 2024, by and between the CITY OF OTTUMWA, IOWA, hereinafter referred to as the **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM**, INC., a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**.

WITNESSETH, THAT WHEREAS, in an Agreement dated June 1, 2021, the City retained the services of the Engineers to provide design engineering services for the construction of a sewer separation project referred to as Blake's Branch Sewer Separation, Phase 8, Division 2 and Division 3, or Project, and;

WHEREAS, the First Amendment to Agreement dated February 6, 2024 added professional engineering services for reducing scope of Division 2 to utilize the STAG Grant funding and to add construction services to the Project, and;

WHEREAS, the City requested the Engineers assist in providing necessary documents to the lowa Department of Natural Resources for securing State Revolving Loan funding for Division 3, and;

WHEREAS, the City requested to increase the scope of the Division 3 project to reduce impacts to the existing brick box, assist School District in design of Utilities adjacent Project, and be efficient in design of future phases of sewer separation projects, and;

WHEREAS, the City desired Division 2 and Division 3 project be bid as separate projects, and;

WHEREAS, the design of the Division 3 sewer separation project requires development of permanent and temporary construction easements, and;

WHEREAS, The City requested the Engineers add professional services for preparing easement documents and exhibits for the Division 3 Project, and;

WHEREAS, the City desires to amend the Agreement dated June 1, 2021 to add professional design and easement preparation services for the Project.

**NOW, THEREFORE**, it is agreed by and between the parties hereto that the Agreement dated June 1, 2022 be amended by the following additions, deletions and modifications, to wit:

- 1. Under "1. SCOPE OF PROJECT" add the following paragraph "c":
- "c. Division 3 project shall include the following tasks:
  - Prepare necessary documents to assist the City in securing lowa Clean Water State Revolving Loan for the project including assisting in providing information to obtain the Environmental Clearance for the project.
  - 2. Prepare separate design documents for a new storm sewer within the new the School District Tennis Court.
  - Add to the project four locations for the trunk sewer to be constructed by trenchless methods and minimize impact to the existing brick box.
  - 4. Redesign the intersection of Norris Street and Jefferson Street to align with Gara Street and Jefferson intersection."
- Under "6. EASEMENT AND RIGHT-OF-WAY DOCUMENTATION PREPARATION" delete the paragraph in its entirety and add the following:
  - "6. EASEMENT AND PLAT OF SURVEY DOCUMENTATION PREPARATION. This work task shall consist of the identification and preparation of any necessary legal descriptions, permanent easements, temporary easements, or plat of survey documents for the Division 3 Project. The City shall be responsible for acquisition services for the easement documents or plat of survey prepared by the Engineers. Work under this task shall consist of:
    - a. The Engineer shall provide permanent and temporary easement documents necessary for recording for up to 10 (ten) parcels for the Division 3 Project.
    - b. The Engineer shall provide up to 4 (four) legal descriptions necessary for conveying alley rights-of way from the City to the School District within the Tennis Court area per the attached map.
  - c. The Engineers shall perform the necessary research to create a plat of survey to identify the boundary of lot 19 for the Norris Subdivision, Outlot 33."
  - 2. Under "15. COMPENSATION" add the following subparagraph:
    - "c. The fee for additional Division 3 project as set out in "1. SCOPE OF PROJECT, SUBPARAGRAPH C." shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The additional fee for design engineering services for sewer separation and water main replacement shall not exceed the sum of Ninety-Nine Thousand Five Hundred Dollars (\$99,500).".

- "d. The fee for additional engineering design services to provide easements and plat of survey documentation preparation for the Division 3 Project set out in "6. Easement and Plat of Survey Documentation Preparation" shall be based on the standard hourly fees for the time the Engineers personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by the personnel who are actually engaged in the work. The total additional engineering design services shall be on a time and materials basis for the estimated sum of Twenty-Five Thousand, Five Hundred Dollars (\$25,500).".
- Except as amended herein the Agreement dated June 2, 2021, as amended, shall remain in full force and effect.

The undersigned do hereby covenant and state this Second Amendment to Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Second Amendment to Agreement, nor have any of the above been implied by or for any party to this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF OTTUMWA, IOWA

ATTEST:

Chustena Reinhard

VEENSTRA & KIMM, INC.

ATTEST:

CITY OF TTUMWA **Citizen Input Request Form Council Meeting Date** ARREL Name: Address: 1420 Mulberry St. DSM, LA SO309 HUBLIC (FENTRING OF REZONING 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:

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The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



## **Citizen Input Request Form**

8-6-24 Council Meeting Date

Name

Address:

Item No. to Address: <u>MUDIC</u> <u>HCAMA</u> <u>KCZ</u> (Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

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