



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 31
Bridge View Center, 102 Church St.

October 1, 2024
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 30 on September 17, 2024 as presented.
2. Acknowledge and approve October 1, 2024 Claims List as submitted by the Finance Department.
3. Recommend Re-appointment of Tom Hull to the Airport Advisory Board, term to expire 10/01/2028; and Ann Youngman and Cindy Kurtz Hopkins to the Ottumwa Housing Authority, terms to expire 11/11/2026.
4. Canvasser/Solicitor application for Workingman's Christmas Party to solicit donations within City Limits from November 1 to December 31, 2024.
5. Proclamation of October 15, 2024 as Pregnancy and Infant Loss Awareness Day.
6. Proclamation of October 2024 as National Disability Employment Awareness Month.
7. Resolution No. 214-2024, fixing October 15, 2024 as a date for a public hearing on the proposal to convey interests in real property at 1317 E. Mary Street to Selman Aliu.
8. Resolution No. 219-2024, fixing October 15, 2024 as the date of a public hearing on the disposition of City owned property located at 1229 Brentwood.
9. Cigarette Permit Application for MAD ZEN (405 S. Madison Ave., Unit 2).
10. Beer and/or liquor applications for: Godfrey's Ale House, 2513 Northgate (transfer of ownership); West Second & McPherson BP, 1049 West Second; Warehouse Barbeque, 2818 N. Court, with outdoor service area; Potros Garcia, 2804 N. Court; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Iowa Vocational Rehabilitation

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

E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

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

F. PUBLIC HEARING:

1. This is the time, place and date set for a Public Hearing to accept written or oral comments from the public on the spending plans for the 2024 Justice Assistance Grant (JAG) Program funds to be obtained from the Bureau of Justice Assistance.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Consider accepting the 2024 JAG Grant from the Bureau of Justice Assistance in the amount

of \$23,790.

RECOMMENDATION: Approve submission of the grant over the internet and authorize the Mayor to sign any related documents as may be required.

2. This is the time, place and date set for a Public Hearing approving the plans, specifications, form of contract and estimated cost, awarding the contract and Approving the Contract, Bonds and Certificate of Insurance for the Street Patch Repair Program – 2024.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 220-2024, approving the Plans, Specifications, Form of Contract and Estimated Cost, Awarding the Contract and Approving the Contract, Bonds and Certificate of Insurance for the Street Patch Repair Program – 2024.

RECOMMENDATION: Pass and adopt Resolution No. 220-2024.

3. This is the time, place and date set for a Public Hearing approving the plans, specifications, form of contract and estimated cost, awarding the contract and Approving the Contract, Bonds and Certificate of Insurance for the Street Crack Repair Program -2024.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 221-2024, approving the Plans, Specifications, Form of Contract and Estimated Cost, Awarding the Contract and Approving the Contract, Bonds and Certificate of Insurance for the Street Crack Repair Program – 2024.

RECOMMENDATION: Pass and adopt Resolution No. 221-2024.

G. ORDINANCES:

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

1. Presentation of Fiscal Year 2026 Budget Calendar.

RECOMMENDATION: Review and comment on FY26 Budget Calendar.

I. RESOLUTIONS:

1. Resolution No. 206-2024, adopting Fair Share Objectives as specified through Iowa DNR.

RECOMMENDATION: Pass and adopt Resolution No. 206-2024.

2. Resolution No. 212-2024, approving changes/updates to the Compensation Handbook.

RECOMMENDATION: Pass and adopt Resolution No. 212-2024.

3. Resolution No. 213-2024, approving the Fiscal Year 2024 Annual Finance Report and order its publication.

RECOMMENDATION: Pass and adopt Resolution No. 213-2024.

4. Resolution No. 215-2024, 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. 215-2024.

5. Resolution No. 216-2024, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$758,000 General Obligation Capital Loan Notes, Series 2024B, and levying a tax to pay the Notes; and approval of the Tax Exemption Certificate.

RECOMMENDATION: Pass and adopt Resolution No. 216-2024.

6. Resolution No. 217-2024, authorizing execution of a Termination Agreement by and between the City of Ottumwa and Twentyone Properties, LLC terminating the Purchase and Development Agreement by and between the City of Ottumwa and Twentyone Properties, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 217-2024.

7. Resolution No. 218-2024, approving the Final Plat of Point Isabelle Subdivision in the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 218-2024.

8. Resolution No. 222-2024, awarding the Contract for the WPCF Aeration System Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 222-2024.

9. Resolution No. 223-2024, awarding the Contract and approving the Contract, Bond, and Certificate of Insurance for the Church Street Crosswalks Project.

RECOMMENDATION: Pass and adopt Resolution No. 223-2024.

10. Resolution No. 224-2024, awarding the Contract and approving the Contract, Bond, and Certificate of Insurance for the Wapello Street Extension Trail Project.

RECOMMENDATION: Pass and adopt Resolution No. 224-2024.

11. Resolution No. 225-2024, approving the Professional Services Agreement between the City of Ottumwa and HNTB Corporation for the BNSF Closure Structure Project.

RECOMMENDATION: Pass and adopt Resolution No. 225-2024.

J. PUBLIC FORUM:

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor, step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

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

*Items on the **TABLE**:

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

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



[CITY OF]

OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 9/27/2024 TIME: 1:15 PM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #31 to be held on
10/1/2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

FAX MULTI TX REPORT

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DEPT. ID 4717
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KTVO
Ottumwa Waterworks
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Tom FM

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JOB NO. 0122
DEPT. ID 4717
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SHEETS 5
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OTTUMWA CITY COUNCIL MINUTES **Item No. B.-1.**

REGULAR MEETING NO. 30
Bridge View Center, 102 Church St.

September 17, 2024
5:30 O'Clock P.M.

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

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

Galloway moved, seconded by Hoffman with strong opposition to Item B-4 to approve consent agenda items: Mins. from Regular Mtg. No.28 on Sept. 3, 2024 and Special Mtg. No. 29 on Sept. 10, 2024 as presented; Ack. and approve Sept. 17, 2024 Claims List submitted by Finance; Recommend Re-appointment of Dan Quinn to Airport Adv. Brd., term to exp. 10/01/2028; Civil Service Elig. List for Sept. 11, 2024: Fire Chief – Promotional; Canvasser/Solicitor application for Knights of Columbus for Annual Tootsie Roll Drive on Sept. 27-28, 2024; Setting Oct. 1, 2024 as date of public hearing on proposed spending plans for 2024 Justice Assistance Grant (JAG) Program Funds; Approve purchase of 2024 Dodge Ram 3500 Tradesman Crew Cab 4X4 for Fire Dept/HazMat Team (\$63,000); Approve purchase of equip. needed for 2024 Sutphen Fire Apparatus (\$16,711.10); Approve replacement of Hydromatic 60RDP Load-out Pump for WPCF (\$14,518); Approve Elm St. Valve Replacement for WPCF (\$18,700); Res. No. 203-2024, approve and auth. signature of MOU between City and Teamsters Local No. 238, representing PW Employees, (Engineering position updates); Res. No. 205-2024, approving Street Fin. Rpt. for FY24 for City of Ottumwa and file with IADOT; Cigarette Permit Ap. For Dollar General #30778 (616 W. Mary St.); Beer and/or liquor ap. for: U.S. Smoke Shop No. 1, 610 Church St.; RE/MAX Pride, 2431 Northgate, Alpine Inn, 1804 Albia Rd., with OSA; Pallister Brothers, 116 N. Market St.; Snookered, 109 S. Green St.; Bubba-Q's, 1110 N. Quincy Ave.; all applications pending final inspections. Motion carried 4-1. Absent: McAntire.

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

City Admin. Rath reported passage of LOSST with revised split; tonight will be Bossou's last mtg., welcoming Dan Reid to Council on Sept. 23, 2024.

Mayor Johnson celebrated Sue Smith on her retirement from Main Street Ottumwa; 25 yrs. as downtown maint. specialist.

Galloway moved, seconded by Hoffman to auth. staff to issue refund to April & Michael Shilkus in the amt. of \$107 for taxes due on vacant lot 119 N. Ward that they purchased from the City. Comm. Dev. Dir. Simonson reported past-due taxes on the lot were not removed when City took over property in 2019. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Hoffman that Res. No. 195-2024, accepting work as final and complete and approving Final Pay Request for Elm St. Recon. Project, be passed and adopted. PW Dir. Burgmeier reported CO#1 decreased contract \$27,592; New Contract Sum \$492,185. Motion carried 4-1. Absent: McAntire.

Hoffman moved, seconded by Galloway that Res. No. 196-2024, auth. renewal of Medicare Supplemental plan for Retirees for 2025, be passed and adopted. HR Dir. Codjoe reported rates for medical coverage will increase by 18.33% due to significant changes to Medicare Part D. New Premium will be \$282 per member per month starting Jan. 1, 2025; with 50% being paid by City and 50% paid by retiree. Motion carried 4-1. Absent: McAntire.

Bossou moved, seconded by Galloway that Res. No. 197-2024, approving Contract with Willett Hofmann to Provide Professional Services for Cemetery Office and Maint. Bldg. Project, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hoffman moved, seconded by Bossou that Res. No. 199-2024, fixing an amount for abating a nuisance against certain lots in City of Ottumwa for 2023 Grass & Weed Mowing Assessments totaling \$53,245 for 73 properties, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Hoffman that Res. No. 200-2024, fixing an amount for abating a nuisance against certain lots in City of Ottumwa for 2023 Clean-Up Assessments, totaling \$55,513.41 for 40 properties, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Hoffman that Res. No. 201-2024, fixing an amount for abating a nuisance against certain lots in City of Ottumwa for 2023 Demolition Assessments, totaling \$240,597.04 for 12 properties, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Hoffman that Res. No. 202-2024, Est. Permit Fee for Golf Cart Registration per Sec. 23-533 of the Code of Ord. of the City of Ottumwa, be passed and adopted. Rath reported annual registration fee will be \$60; prorated \$15 per quarter. Caviness thought this amt. was too high; discussion was had. Motion carried 3-2. Ayes: Galloway, Hoffman, Bossou. Nays: Caviness. Absent: McAntire.

Galloway moved, seconded by Bossou that Res. No. 204-2024, directing acceptance of a Proposal to Purchase \$755,000* (Subject to Adj.) GO CLN, Series 2024B, be passed and adopted. Finance Dir. O'Donnell reported three proposals rec'd. Huntington Bank of Cincinnati, OH was best qualified bid with rate of 3.85%; proposed lease agt. had rate of 5.82%; Loan Amt. \$755,000 with proceeds of \$733,756. Motion carried 4-1. Absent: McAntire.

Bossou moved, seconded by Hoffman that Res. No. 207-2024, Approving Agt. with GOPiP for Limited Sponsorship of the 20th Annual Holiday Nights and Lights, be passed and adopted. Mayor reported, sponsorship will be \$500 or less towards the event for a display. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Galloway that Res. No. 208-2024, awarding contract for asbestos abatement and demolition of 506 Clinton to Weston McKee of Fairfield, IA, in the amt. \$8,000 for Abatement and \$8,000 for Demolition (\$16,000 total bid), be passed and adopted. Motion carried 4-1. Absent: McAntire.

Bossou moved, seconded by Galloway that Res. No. 209-2024, adopting 2024 Ottumwa Historic Preservation Plan, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Bossou that Res. No. 210-2024, repealing certain Res. Adopted at the Sept. 3, 2024 Mtg. No. 28, be passed and adopted. Burgmeier reported, Res. No. 190-2024, 192-2024, 193-2024 and 194-2024 referenced public hearings that were not held. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Hoffman that Res. No. 211-2024, Est. Policy Related to Process and Procedures for Requesting Rental of City Poles for Displaying Banners, be passed and adopted. Rath reported ORHC asked the City about possibility of hanging banners on city-owned street poles as a way to promote health initiatives. Raquel Alderman and Lisa Garrison, both from ORHC, reported they want

to paint the town pink for breast cancer awareness for the month of Oct. Motion carried 4-1. Absent: McAntire.

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

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


Adjournment was at 6:54 P.M.

ATTEST:



Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

Published in Ottumwa Courier on 9/28/2024.

REPORT DATE 09/27/2024
SYSTEM DATE 09/27/2024
FILES ID 0

CITY OF OTTUMWA
CHECK REGISTER
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 1
TIME 12:26:55
USER MITCHELLK

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01750	75044406310	BUILDING MAINT REPAIR	VR 24100104-008	08/28/2024	-	ROOF REPAIRS	675.00
CHECK TOTAL FOR CHECK NUMBER 221947 DATED 10/02/2024 WRITTEN TO 00602 ADAM'S CONSTRUCTION for the amount of							675.00
01001	00166156411	Legal Fees	VR 24100104-009	09/23/2024	-	10981 MATTER 63	850.00
01001	00166106411	LEGAL FEES	VR 24100104-010	09/23/2024	-	10981	6892.10
01151	15133426411	LEGAL FEES	VR 24100104-011	09/23/2024	-	10981	5452.30
CHECK TOTAL FOR CHECK NUMBER 221948 DATED 10/02/2024 WRITTEN TO 00800 AHLERS & COONEY P.C. for the amount of							13194.40
01670	67088406331	VHCL MTCE SUPPLIES	VR 24100104-017	09/05/2024	-	604779	-719.50
01670	67088406331	VHCL MTCE SUPPLIES	VR 24100104-018	09/06/2024	-	604779	726.75
01670	67088406331	VHCL MTCE SUPPLIES	VR 24100104-015	09/07/2024	-	604779	131.97
01670	67088406331	VHCL MTCE SUPPLIES	VR 24100104-014	09/07/2024	-	604779	43.99
01670	67088406331	VHCL MTCE SUPPLIES	VR 24100104-013	09/07/2024	-	604779	87.98
01670	67088406331	VHCL MTCE SUPPLIES	VR 24100104-012	09/07/2024	-	604779	43.99
01670	67088406331	VHCL MTCE SUPPLIES	VR 24100104-016	09/07/2024	-	604779	679.28
CHECK TOTAL FOR CHECK NUMBER 221949 DATED 10/02/2024 WRITTEN TO 02080 ALTORFER INC. for the amount of							994.46
01001	00144456503	MERCHANDISE - RESALE	VR 24100104-019	09/16/2024	-	11969180	57.92
CHECK TOTAL FOR CHECK NUMBER 221950 DATED 10/02/2024 WRITTEN TO 02592 AMERICAN BOTTLING COMPANYfor the amount of							57.92
01176	17655406499	CONTRACTUAL SERVICE	VR 24100107-040	06/30/2024	-	ADMIN 20-CVN-062 JUNE 2	1365.69
01176	17655406499	CONTRACTUAL SERVICE	VR 24100104-020	08/31/2024	-	20-CVN-062 AUG 24	288.47
CHECK TOTAL FOR CHECK NUMBER 221951 DATED 10/02/2024 WRITTEN TO 05368 AREA 15 REGIONAL PLANNINGfor the amount of							1654.16
01001	00144306503	MERCHANDISE - RESALE	VR 24100104-021	09/11/2024	-	795861	68.06
CHECK TOTAL FOR CHECK NUMBER 221952 DATED 10/02/2024 WRITTEN TO 05681 ATLANTIC BOTTLING COMPANYfor the amount of							68.06
01309	30977996499	CONTRACTUAL SERVICES	VR 24100106-001	09/25/2024	-	SOCCER COMPLEX	117096.80
CHECK TOTAL FOR CHECK NUMBER 221953 DATED 10/02/2024 WRITTEN TO 08977 BI-STATE CONTRACTING INC.for the amount of							117096.80
01110	11022986331	VHCL MTCE SUPPLIES	VR 24100104-022	09/18/2024	-	#136	200.00
CHECK TOTAL FOR CHECK NUMBER 221954 DATED 10/02/2024 WRITTEN TO 09341 BLACKHAWK BODYSHOP AND for the amount of							200.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24100104-023	09/10/2024	-	#147	22.50
01670	67088406331	VHCL MTCE SUPPLIES	VR 24100104-025	09/16/2024	-	#159	22.50
01110	11022986331	VHCL MTCE SUPPLIES	VR 24100104-024	09/16/2024	-	#22	1794.00
CHECK TOTAL FOR CHECK NUMBER 221955 DATED 10/02/2024 WRITTEN TO 09360 BLACK'S TIRE COMPANY LLC for the amount of							1839.00
01610	61088176531	STREET MAINT SUPPLIES	VR 24100104-001	08/16/2024	-	118-001-7	92.97
01610	61088176504	TOOLS & SMALL EQUIP	VR 24100104-002	08/21/2024	-	118-001-7	99.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24100104-003	09/03/2024	-	118-001-7	25.96
01610	61088156507	OPERATING SUPPLIES	VR 24100104-005	09/05/2024	-	118-001-7	120.47

Item No. B.-2.

REPORT DATE 09/27/2024
SYSTEM DATE 09/27/2024
FILES ID 0

CITY OF OTTUMWA
CHECK REGISTER
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 2
TIME 12:26:55
USER MITCHELLK

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01610	61088156507	OPERATING SUPPLIES	VR 24100104-006	09/07/2024	-	118-001-7	7.99
01001	00111506504	TOOLS & SMALL EQUIP	VR 24100104-004	09/13/2024	-	118-001-7	59.97
01610	61088156399	OTHER MAINT & REPAIR	VR 24100104-007	09/13/2024	-	118-001-7	96.44
CHECK TOTAL FOR CHECK NUMBER 221956 DATED 10/02/2024 WRITTEN TO 09692 BOMGAARS SUPPLY for the amount of							503.79
01001	00111506599	OTHER SUPPLIES	VR 24100106-002	09/13/2024	-	170773	158.99
CHECK TOTAL FOR CHECK NUMBER 221957 DATED 10/02/2024 WRITTEN TO 10079 BOUND TREE MEDICAL LLC for the amount of							158.99
01001	00111106372	SANITATION	VR 24100104-032	08/31/2024	-	0016054	90.00
01001	00111506372	SANITATION	VR 24100104-033	08/31/2024	-	0016054	90.00
01001	00144306372	SANITATION	VR 24100104-034	08/31/2024	-	0016054	90.00
01001	00166506372	SANITATION	VR 24100104-035	08/31/2024	-	0016054	90.00
01110	11022976372	SANITATION	VR 24100104-036	08/31/2024	-	0016054	90.00
01131	13122806372	SANITATION	VR 24100104-037	08/31/2024	-	0016054	90.00
01133	13344106372	SANITATION	VR 24100104-038	08/31/2024	-	0016054	90.00
01610	61088156372	SANITATION	VR 24100104-039	08/31/2024	-	0016054	90.00
01001	00144456372	SANITATION	VR 24100104-040	08/31/2024	-	0016054	200.00
01673	67388436415	RENTS & LEASES	VR 24100104-030	08/31/2024	-	0082600	50.00
01001	00144306372	SANITATION	VR 24100104-041	08/31/2024	-	0016054	963.00
01001	00122906336	FUEL SURCHARGE	VR 24100105-001	09/24/2024	-	AUGUST 24 SURCHARGE	4475.34
01673	67388436372	SANITATION	VR 24100104-027	08/15/2024	-	0082600	125.00
01673	67388436498	MISC CONTRACT WORK	VR 24100104-026	08/06/2024	-	0082600	125.00
01001	00144306372	SANITATION	VR 24100104-031	08/07/2024	-	0016054	247.00
01673	67388436372	SANITATION	VR 24100104-029	08/29/2024	-	0082600	140.00
01673	67388436498	MISC CONTRACT WORK	VR 24100104-028	08/23/2024	-	0082600	140.00
CHECK TOTAL FOR CHECK NUMBER 221958 DATED 10/02/2024 WRITTEN TO 11496 BRIDGE CITY SANITATION LLfor the amount of							7185.34
01110	11022756480	TREE TRIMMING	VR 24100104-050	09/12/2024	-	GLADSTONE	300.00
01001	00144306480	TREE TRIMMING	VR 24100104-051	09/09/2024	-	WILDWOOD	150.00
01110	11022756480	TREE TRIMMING	VR 24100104-052	09/10/2024	-	MCKINGLEY DR	300.00
01110	11022756480	TREE TRIMMING	VR 24100104-053	09/10/2024	-	WILLARD AND MARY	250.00
01110	11022756480	TREE TRIMMING	VR 24100104-054	09/11/2024	-	FERRY AND MARY	200.00
01110	11022756480	TREE TRIMMING	VR 24100104-047	09/11/2024	-	ALLEY DEWEY	150.00
01110	11022756480	TREE TRIMMING	VR 24100104-048	09/11/2024	-	HARDING ST	300.00
01110	11022756480	TREE TRIMMING	VR 24100104-049	09/12/2024	-	SILK	400.00
01110	11022756480	TREE TRIMMING	VR 24100104-042	09/16/2024	-	TRAIL	800.00
01110	11022756480	TREE TRIMMING	VR 24100104-044	09/19/2024	-	FAIRVIEW	150.00
01110	11022756480	TREE TRIMMING	VR 24100104-043	09/18/2024	-	N VAN BUREAN	600.00
01001	00144306480	TREE TRIMMING	VR 24100104-046	09/20/2024	-	HARMAN PARK	400.00
01110	11022756480	TREE TRIMMING	VR 24100104-045	09/19/2024	-	DAVIS	250.00
CHECK TOTAL FOR CHECK NUMBER 221959 DATED 10/02/2024 WRITTEN TO 12500 BUB'S TREE CARE for the amount of							4250.00
01135	13544506240	TRAVEL & CONFERENCE	VR 24100105-002	09/20/2024	-	9/9/24-9/20/24	21.44
CHECK TOTAL FOR CHECK NUMBER 221960 DATED 10/02/2024 WRITTEN TO 13642 SAMANTHA CAIN for the amount of							21.44
01670	67088406531	STREET MAINT SUPPLIES	VR 24100105-003	09/10/2024	-	TICKET 2013954	2030.59

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01670	67088406531	STREET MAINT SUPPLIES	VR 24100105-004	09/11/2024	-	TICKET 2013968	2018.02
CHECK TOTAL FOR CHECK NUMBER 221961 DATED 10/02/2024 WRITTEN TO 14239 CANTERA AGGREGATES LLC for the amount of							4048.61
01001	00111506310	MAINT BLDG EXPENSE	VR 24100105-006	09/13/2024	-	STATION 1 BOILER REPAIR	2800.00
01001	00144456310	BUILDING MAINTENANCE REPAVR	24100105-005	09/13/2024	-	WATER HEATER	684.00
CHECK TOTAL FOR CHECK NUMBER 221962 DATED 10/02/2024 WRITTEN TO 14315 CAPITAL CITY BOILER & for the amount of							3484.00
01001	00144306507	OPERATING SUPPLIES	VR 24100108-007	08/27/2024	-	632829	51.50
01001	00144306504	TOOLS & SMALL EQUIP	VR 24100108-001	08/20/2024	-	632829	28.97
01001	00144306507	OPERATING SUPPLIES	VR 24100108-014	09/19/2024	-	632829	61.85
01001	00111506507	OPERATING SUPPLIES	VR 24100108-009	09/05/2024	-	632829	20.64
01673	67388436507	OPERATING SUPPLIES	VR 24100108-002	08/21/2024	-	632829	75.18
01137	13711556506	OFFICE SUPPLIES	VR 24100108-011	09/11/2024	-	632829	16.88
01110	11022976507	OPERATING SUPPLIES	VR 24100108-010	09/11/2024	-	632829	184.06
01673	67388436507	OPERATING SUPPLIES	VR 24100108-006	08/29/2024	-	632829	43.22
01001	00144306320	GROUPS MAINT & REPAIR	VR 24100108-003	08/21/2024	-	632829	15.00
01001	00144306320	GROUPS MAINT & REPAIR	VR 24100108-008	08/29/2024	-	632829	36.94
01001	00111506507	OPERATING SUPPLIES	VR 24100108-005	08/21/2024	-	632829	81.42
01001	00122606532	SUSTENANCE SUPPLIES	VR 24100108-012	09/12/2024	-	632829	9.20
01001	00144306507	OPERATING SUPPLIES	VR 24100108-013	09/16/2024	-	632829	88.62
01001	00144456502	CONCESSION - RESALE	VR 24100108-004	08/21/2024	-	632829	6.00
CHECK TOTAL FOR CHECK NUMBER 221963 DATED 10/02/2024 WRITTEN TO 14317 CAPITAL ONE for the amount of							719.48
01110	11022976599	OTHER SUPPLIES	VR 24100105-007	09/11/2024	-	ITEM 31096	194.75
CHECK TOTAL FOR CHECK NUMBER 221964 DATED 10/02/2024 WRITTEN TO 16300 CENTRAL IOWA FASTENERS for the amount of							194.75
01174	17444426799	CAPITAL IMPROVEMENTS	VR 24100107-018	09/24/2024	-	303 W SECOND	10000.00
CHECK TOTAL FOR CHECK NUMBER 221965 DATED 10/02/2024 WRITTEN TO 16601 CHECK IT OUT, LLC for the amount of							10000.00
01001	00144456419	TECHNOLOGY SERVICES	VR 24100105-008	10/01/2024	-	TECH SUPPORT	32.95
CHECK TOTAL FOR CHECK NUMBER 221966 DATED 10/02/2024 WRITTEN TO 18502 CLUB SENTRY SOFTWARE for the amount of							32.95
01001	00111106504	TOOLS & SMALL EQUIP	VR 24100105-009	09/19/2024	-	SO057424	694.00
CHECK TOTAL FOR CHECK NUMBER 221967 DATED 10/02/2024 WRITTEN TO 18740 COBAN TECHNOLOGIES, INC for the amount of							694.00
01820	8202132	CHILD SUPPORT PAYABLE	VR 24100108-017	09/27/2024	-	EMPLOYEE	322.25
01820	8202132	CHILD SUPPORT PAYABLE	VR 24100108-021	09/27/2024	-	EMPLOYEE	180.07
01820	8202132	CHILD SUPPORT PAYABLE	VR 24100108-020	09/27/2024	-	EMPLOYEE	92.30
01820	8202132	CHILD SUPPORT PAYABLE	VR 24100108-015	09/27/2024	-	EMPLOYEE	336.93
01820	8202132	CHILD SUPPORT PAYABLE	VR 24100108-023	09/27/2024	-	EMPLOYEE	5.53
01820	8202132	CHILD SUPPORT PAYABLE	VR 24100108-019	09/27/2024	-	EMPLOYEE	146.30
01820	8202132	CHILD SUPPORT PAYABLE	VR 24100108-016	09/27/2024	-	EMPLOYEE	244.27
01820	8202132	CHILD SUPPORT PAYABLE	VR 24100108-018	09/27/2024	-	EMPLOYEE	181.38
01820	8202132	CHILD SUPPORT PAYABLE	VR 24100108-022	09/27/2024	-	EMPLOYEE	55.69

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01820	8202132	CHILD SUPPORT PAYABLE	VR 24100108-024	09/27/2024	-	EMPLOYEE	373.05
CHECK TOTAL FOR CHECK NUMBER 221968 DATED 10/02/2024 WRITTEN TO 18980 CHILD SUPPORT SERVICES for the amount of							1937.77
01001	00111106497	REIMBURSEMENT	VR 24100105-010	09/03/2024	-	8/1/24-9/3/24	20.00
CHECK TOTAL FOR CHECK NUMBER 221969 DATED 10/02/2024 WRITTEN TO 21823 CREDIT BUREAU SERVICES for the amount of							20.00
01173	17344136540	PROGRAM SUPPLIES	VR 24100105-011	05/22/2024	-	UNDERGROUND RAILROAD	300.00
CHECK TOTAL FOR CHECK NUMBER 221970 DATED 10/02/2024 WRITTEN TO 22077 CROW, DARRIN for the amount of							300.00
01610	61088156399	OTHER MAINT & REPAIR	VR 24100105-013	08/30/2024	-	JOB 0156685	13759.60
01610	61088156399	OTHER MAINT & REPAIR	VR 24100105-012	08/30/2024	-	JOB 025639	1792.50
CHECK TOTAL FOR CHECK NUMBER 221971 DATED 10/02/2024 WRITTEN TO 27005 ELECTRIC PUMP, INC. for the amount of							15552.10
01110	11022426504	TOOLS & SMALL EQUIP	VR 24100107-019	09/23/2024	-	210048	270.27
01131	13122806310	BLDG MAINT & REPAIR	VR 24100106-003	09/24/2024	-	210048	492.00
01110	11022306531	STREET MAINT SUPPLIES	VR 24100105-014	09/18/2024	-	210048	104.84
CHECK TOTAL FOR CHECK NUMBER 221972 DATED 10/02/2024 WRITTEN TO 27010 CONSOLIDATED ELECTRICAL for the amount of							867.11
01673	67388436310	BUILDING MAINT & REPAIR	VR 24100105-015	09/09/2024	-	FIRE SPRINKLER	385.00
CHECK TOTAL FOR CHECK NUMBER 221973 DATED 10/02/2024 WRITTEN TO 27217 ELITE PLUMBING for the amount of							385.00
01610	61088156552	FUEL	VR 24100105-017	08/02/2024	-	30398	984.50
01673	67388436552	FUEL	VR 24100105-016	07/16/2024	-	61094	731.31
01750	75044406552	FUEL	VR 24100105-018	09/09/2024	-	35654	359.85
01750	75044406552	FUEL	VR 24100105-019	09/09/2024	-	35654	1199.68
01750	75044406556	FUEL TAX	VR 24100105-020	09/09/2024	-	35654	125.01
01670	67088406552	FUEL	VR 24100105-021	09/11/2024	-	30397	1770.43
CHECK TOTAL FOR CHECK NUMBER 221974 DATED 10/02/2024 WRITTEN TO 27272 ELLIOTT BULK SERVICES LLCfor the amount of							5170.78
01110	11022986552	FUEL	VR 24100105-022	07/09/2024	-	5018	19629.09
01110	11022986556	FUEL TAX	VR 24100105-023	07/09/2024	-	5018	1020.30
01001	00144306556	STATE FUEL TAX	VR 24100107-009	08/22/2024	-	15018	.95
01001	00144306552	FUEL	VR 24100107-010	08/22/2024	-	15018	18.59
01110	11022106552	FUEL	VR 24100107-014	09/09/2024	-	15018	7.38
01110	11022106556	FUEL TAX	VR 24100107-015	09/09/2024	-	15018	.62
01137	13711556552	FUEL	VR 24100107-016	09/09/2024	-	15018	100.00
01137	13711556552	FUEL	VR 24100107-017	09/12/2024	-	15018	54.64
01001	00111506552	FUEL	VR 24100107-001	08/16/2024	-	15018	9.36
01001	00111506556	FUEL TAX	VR 24100107-002	08/16/2024	-	15018	1.05
01110	11022106552	FUEL	VR 24100107-003	08/19/2024	-	15018	3.67
01110	11022106556	FUEL TAX	VR 24100107-004	08/19/2024	-	15018	.30
01110	11022106552	FUEL	VR 24100107-005	08/19/2024	-	15018	11.03
01110	11022106556	FUEL TAX	VR 24100107-006	08/19/2024	-	15018	.90
01001	00111506552	FUEL	VR 24100107-007	08/19/2024	-	15018	36.69

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01001	00111506556	FUEL TAX	VR 24100107-008	08/19/2024	-	15018	3.00
01110	11022106552	FUEL	VR 24100107-011	08/23/2024	-	15018	14.68
01110	11022106556	FUEL TAX	VR 24100107-012	08/23/2024	-	15018	1.20
01137	13711556552	FUEL	VR 24100107-013	08/26/2024	-	15018	52.00
CHECK TOTAL FOR CHECK NUMBER 221975 DATED 10/02/2024 WRITTEN TO 27280 ELLIOTT OIL COMPANY for the amount of							20965.45
01001	00111906490	OTHER PROF SERV	VR 24100105-026	09/10/2024	-	3367	3332.88
CHECK TOTAL FOR CHECK NUMBER 221976 DATED 10/02/2024 WRITTEN TO 29090 FAMILY ANIMAL CARE for the amount of							3332.88
01110	11022986599	OTHER SUPPLIES	VR 24100105-025	09/09/2024	-	IAOTT0059	12.67
01110	11022986599	OTHER SUPPLIES	VR 24100105-024	09/11/2024	-	IAOTT0059	8.58
01610	61088176331	VHCL MTCE SUPPLIES	VR 24100105-028	09/12/2024	-	IAOTT0059	1.27
01610	61088156399	OTHER MAINT & REPAIR	VR 24100105-027	09/17/2024	-	IAOTT0059	11.40
01001	00111506507	OPERATING SUPPLIES	VR 24100106-004	09/19/2024	-	IAOTT0059	92.91
CHECK TOTAL FOR CHECK NUMBER 221977 DATED 10/02/2024 WRITTEN TO 29300 FASTENAL COMPANY for the amount of							126.83
01820	8202148	AVESIS PAYABLE	VR 24100108-027	09/17/2024	-	60790-1315	2509.16
CHECK TOTAL FOR CHECK NUMBER 221978 DATED 10/02/2024 WRITTEN TO 29829 FIDELITY SECURITY LIFE for the amount of							2509.16
01001	00144306496	REFUNDS	VR 24100105-029	09/23/2024	-	DAMAGE DEPOSIT	100.00
CHECK TOTAL FOR CHECK NUMBER 221979 DATED 10/02/2024 WRITTEN TO 30351 FIRST RESOURCES for the amount of							100.00
01173	17344136540	PROGRAM SUPPLIES	VR 24100105-030	09/24/2024	-	OCT 16	400.00
CHECK TOTAL FOR CHECK NUMBER 221980 DATED 10/02/2024 WRITTEN TO 30638 PETER FLETCHER for the amount of							400.00
01673	67388436429	HAZARDOUS WASTE DISPOSAL	VR 24100105-031	09/10/2024	-	2802	53.00
CHECK TOTAL FOR CHECK NUMBER 221981 DATED 10/02/2024 WRITTEN TO 31459 GRP & ASSOCIATES for the amount of							53.00
01610	61088156507	OPERATING SUPPLIES	VR 24100105-032	09/09/2024	-	RICHMOND AND PLANT	181.40
CHECK TOTAL FOR CHECK NUMBER 221982 DATED 10/02/2024 WRITTEN TO 32643 GEOTECH SAND & STONE, INCfor the amount of							181.40
01001	00111106181	CLOTHING ALLOWANCE	VR 24100105-033	09/19/2024	-	ANNUAL ALLOWANCE	156.94
CHECK TOTAL FOR CHECK NUMBER 221983 DATED 10/02/2024 WRITTEN TO 37423 BRAD HIGGINS for the amount of							156.94
01610	61088156512	LAB SUPPLIES	VR 24100105-034	09/17/2024	-	6801000649	162.00
CHECK TOTAL FOR CHECK NUMBER 221984 DATED 10/02/2024 WRITTEN TO 38147 THE HOME CITY ICE CO for the amount of							162.00
01001	00111106411	LEGAL FEES	VR 24100105-035	09/11/2024	-	ATTORNEY FEES	12151.56

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CHECK TOTAL FOR CHECK NUMBER 221985 DATED 10/02/2024 WRITTEN TO 38195 HOPKINS & HUBBNER PC for the amount of							12151.56
01861	86166706154	HEALTH CLAIMS	VR 24100105-036	09/13/2024	-	321575-001	23761.60
CHECK TOTAL FOR CHECK NUMBER 221986 DATED 10/02/2024 WRITTEN TO 39185 HUMANA INSURANCE CO for the amount of							23761.60
01001	00111506507	OPERATING SUPPLIES	VR 24100105-037	08/15/2024	-	135129	56.97
CHECK TOTAL FOR CHECK NUMBER 221987 DATED 10/02/2024 WRITTEN TO 39438 HY-VEE ACCOUNTS RECEIVABLE for the amount of							56.97
01130	13011246164	POLICE W/C 411 CLAIMS	VR 24100105-038	09/16/2024	-	OTTPA001	-226.07
01130	13011546165	FIRE W/C 411 CLAIMS	VR 24100105-039	09/16/2024	-	OTTPA001	4867.95
CHECK TOTAL FOR CHECK NUMBER 221988 DATED 10/02/2024 WRITTEN TO 41505A IMWCA for the amount of							4641.88
01110	11022106531	STREET MAINT SUPPLIES	VR 24100105-041	09/14/2024	-	00006665	5258.25
01110	11022106531	STREET MAINT SUPPLIES	VR 24100105-042	09/14/2024	-	00006665	232.50
01309	30977276799	CAPITAL IMPROVEMENTS	VR 24100105-040	09/14/2024	-	00006665	547.50
CHECK TOTAL FOR CHECK NUMBER 221989 DATED 10/02/2024 WRITTEN TO 41600 IDEAL READY MIX for the amount of							6038.25
01673	67388436498	MISC CONTRACT WORK	VR 24100105-043	09/23/2024	-	RECYCLING	43.00
01670	67088406310	BUILDING MAINT REPAIR	VR 24100108-028	09/25/2024	-	LANDFILL	30.00
01131	13122806310	BLDG MAINT & REPAIR	VR 24100105-044	09/18/2024	-	AIRPORT	42.00
CHECK TOTAL FOR CHECK NUMBER 221990 DATED 10/02/2024 WRITTEN TO 41920A INDUSTRIAL CHEMICAL for the amount of							115.00
01133	13344106499	CONTRACTUAL SERVICES	VR 24100105-045	09/17/2024	-	100-1534849-000	921.91
CHECK TOTAL FOR CHECK NUMBER 221991 DATED 10/02/2024 WRITTEN TO 42090 INFOMAX OFF SYSTEMS INC for the amount of							921.91
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-008	09/04/2024	-	20U2012	930.24
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-007	09/06/2024	-	20U2012	170.39
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-012	09/09/2024	-	20U2012	388.89
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-006	09/09/2024	-	20U2012	30.84
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-013	09/10/2024	-	20U2012	200.27
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-014	09/11/2024	-	20U2012	91.22
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-015	09/12/2024	-	20U2012	225.45
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-011	09/13/2024	-	20U2012	19.92
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-010	09/16/2024	-	20U2012	88.78
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-009	09/17/2024	-	20U2012	627.61
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24100106-005	09/18/2024	-	20U2012	52.69
CHECK TOTAL FOR CHECK NUMBER 221992 DATED 10/02/2024 WRITTEN TO 42160 INGRAM LIBRARY SERVICES for the amount of							2826.30
01001	00133406496	REFUNDS	VR 24100105-046	09/12/2024	-	SCOTT KOOISTRA	30.00
CHECK TOTAL FOR CHECK NUMBER 221993 DATED 10/02/2024 WRITTEN TO 42342A INTEGRITY ELECTRIC for the amount of							30.00
01001	00122606490	OTHER PROF SERV	VR 24100105-047	09/18/2024	-	270	387.90

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CHECK TOTAL FOR CHECK NUMBER 221994 DATED 10/02/2024 WRITTEN TO 43999						IOWA ONE CALL for the amount of	387.90
01301	30177346490	OTHER PROF SERV	VR 24100105-048	09/16/2024	-	MARY ST RECONSTRUCTION	14977.94
CHECK TOTAL FOR CHECK NUMBER 221995 DATED 10/02/2024 WRITTEN TO 45034						JCG LAND SERVICES, INC for the amount of	14977.94
01001	00133406470	WEED MOWING	VR 24100106-021	09/03/2024	-	ONE TIME MOW	130.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24100106-022	09/03/2024	-	CLEAN UPS	422.50
01001	00133406470	WEED MOWING	VR 24100106-019	09/15/2024	-	ONE TIME MOW	97.50
01001	00133416499	CONTRACTUAL SERVICES	VR 24100106-020	09/15/2024	-	CLEAN UPS	1038.84
01001	00133406470	WEED MOWING	VR 24100106-016	09/15/2024	-	ONE TIME MOW	195.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24100106-017	09/15/2024	-	CLEAN UPS CL1189	428.28
01001	00133406470	WEED MOWING	VR 24100106-024	09/06/2024	-	WEEK 21	5420.00
01001	00133406470	WEED MOWING	VR 24100106-023	09/13/2024	-	WEEK 22	4770.00
01001	00133406470	WEED MOWING	VR 24100106-018	09/16/2024	-	WEEK 23	5520.00
CHECK TOTAL FOR CHECK NUMBER 221996 DATED 10/02/2024 WRITTEN TO 45057						J & J MOWING for the amount of	18022.12
01301	30177546499	CONTRACTUAL SERVICES	VR 24100105-049	09/10/2024	-	ELM STREET RECONSTRUCTI	81775.96
CHECK TOTAL FOR CHECK NUMBER 221997 DATED 10/02/2024 WRITTEN TO 46694						JONES CONTRACTING CORP for the amount of	81775.96
01001	00111506532	SUSTENANCE SUPPLIES	VR 24100105-051	09/12/2024	-	UNIFORM	628.33
CHECK TOTAL FOR CHECK NUMBER 221998 DATED 10/02/2024 WRITTEN TO 48799						KIECK'S CAREER APPAREL for the amount of	628.33
01001	00144306496	REFUNDS	VR 24100106-025	09/18/2024	-	EMPLOYEE QUIT	820.00
CHECK TOTAL FOR CHECK NUMBER 221999 DATED 10/02/2024 WRITTEN TO 49209						KLK CONSTRUCTION for the amount of	820.00
01173	17344136540	PROGRAM SUPPLIES	VR 24100105-050	09/06/2024	-	REMINISCE	300.00
CHECK TOTAL FOR CHECK NUMBER 222000 DATED 10/02/2024 WRITTEN TO 49500						KNIGHTS OF COLUMBUS for the amount of	300.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24100106-026	09/06/2024	-	#443	258.33
CHECK TOTAL FOR CHECK NUMBER 222001 DATED 10/02/2024 WRITTEN TO 49701						KRAIG FORD for the amount of	258.33
01001	00166156499	Contractual Services	VR 24100106-027	09/06/2024	-	6092484	4314.62
01001	00166256499	CONTRACTUAL SERVICES	VR 24100106-028	09/06/2024	-	6092484	1669.20
01001	00166156499	Contractual Services	VR 24100108-029	09/25/2024	-	6092484 INTEGRATION	4620.00
CHECK TOTAL FOR CHECK NUMBER 222002 DATED 10/02/2024 WRITTEN TO 49804D						UKG KRONOS SYSTEMS, LLC for the amount of	10603.82
01151	15133426499	CONTRACTUAL SERVICES	VR 24100106-029	09/20/2024	-	1405 ALBIA ROAD	39700.00
CHECK TOTAL FOR CHECK NUMBER 222003 DATED 10/02/2024 WRITTEN TO 50817						DAN LAURSEN EXCAVATING for the amount of	39700.00
01673	67388436492	TIRE DISPOSAL	VR 24100106-030	09/11/2024	-	55869	2769.68

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CHECK TOTAL FOR CHECK NUMBER 222004 DATED 10/02/2024 WRITTEN TO 51968						LIBERTY TIRE for the amount of	2769.68
01610	61088176531	STREET MAINT SUPPLIES	VR 24100106-037	09/05/2024	-	77041	281.95
01610	61088176531	STREET MAINT SUPPLIES	VR 24100106-036	09/06/2024	-	77041	855.79
01610	61088176531	STREET MAINT SUPPLIES	VR 24100106-031	09/10/2024	-	77041	281.95
01610	61088176531	STREET MAINT SUPPLIES	VR 24100106-032	09/11/2024	-	77041	281.95
01610	61088176531	STREET MAINT SUPPLIES	VR 24100106-033	09/13/2024	-	77041	999.75
01610	61088176531	STREET MAINT SUPPLIES	VR 24100106-034	09/18/2024	-	77041	1143.71
01110	11022106531	STREET MAINT SUPPLIES	VR 24100106-035	09/18/2024	-	77041	2015.48
01110	11022106531	STREET MAINT SUPPLIES	VR 24100106-046	09/20/2024	-	77041	1631.58

CHECK TOTAL FOR CHECK NUMBER 222005 DATED 10/02/2024 WRITTEN TO 54390						MANATT'S INC for the amount of	7492.16
01610	61088156399	OTHER MAINT & REPAIR	VR 24100106-038	09/12/2024	-	89841300	37.17

CHECK TOTAL FOR CHECK NUMBER 222006 DATED 10/02/2024 WRITTEN TO 57195						MCMaster-CARR for the amount of	37.17
01173	17344136540	PROGRAM SUPPLIES	VR 24100106-039	09/06/2024	-	9-24-24	250.00

CHECK TOTAL FOR CHECK NUMBER 222007 DATED 10/02/2024 WRITTEN TO 57204						ENVYS MCMURRY for the amount of	250.00
01001	00155206426	CONV & VISITOR BUREAU	VR 24100108-030	09/27/2024	-	TAX	19869.44

CHECK TOTAL FOR CHECK NUMBER 222008 DATED 10/02/2024 WRITTEN TO 57340						MEET OTTUMWA for the amount of	19869.44
01610	61088156507	OPERATING SUPPLIES	VR 24100106-040	09/06/2024	-	00-3904662	856.56

CHECK TOTAL FOR CHECK NUMBER 222009 DATED 10/02/2024 WRITTEN TO 58518						MID-AMERICAN RESEARCH for the amount of	856.56
01820	8202138	HARTFORD DEF COMP PAYABLE	VR 24100108-025	09/27/2024	-	EMPLOYEE CONTRIBUTION 4	1285.38

CHECK TOTAL FOR CHECK NUMBER 222010 DATED 10/02/2024 WRITTEN TO 60299						MISSIONSQUARE for the amount of	1285.38
01610	61088156399	OTHER MAINT & REPAIR	VR 24100106-041	09/20/2024	-	87937601	255.83

CHECK TOTAL FOR CHECK NUMBER 222011 DATED 10/02/2024 WRITTEN TO 61785						MOTION INDUSTRIES for the amount of	255.83
01610	61088176331	VHCL MTCE SUPPLIES	VR 24100106-042	09/11/2024	-	OTTAWAPW	365.50

CHECK TOTAL FOR CHECK NUMBER 222012 DATED 10/02/2024 WRITTEN TO 62580						MUNICIPAL PIPE TOOL CO LLfor the amount of	365.50
01610	61088156399	OTHER MAINT & REPAIR	VR 24100106-043	09/20/2024	-	10-OTTUMW	1532.00

CHECK TOTAL FOR CHECK NUMBER 222013 DATED 10/02/2024 WRITTEN TO 62600						MUNICIPAL SUPPLY INC for the amount of	1532.00
01110	11022106531	STREET MAINT SUPPLIES	VR 24100106-044	09/07/2024	-	OTTUMSTR	5553.70
01110	11022106531	STREET MAINT SUPPLIES	VR 24100106-047	09/14/2024	-	OTTUMSTR	608.00

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BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 222014 DATED 10/02/2024 WRITTEN TO 66001 NORRIS ASPHALT PAVING INCfor the amount of							1611.70
01610	61088156627	OTHER SMALL CAPITAL	VR 24100106-045	09/09/2024	-	10002	1575.00
CHECK TOTAL FOR CHECK NUMBER 222015 DATED 10/02/2024 WRITTEN TO 67058 ONSITE SERVICE SOLUTIONS for the amount of							1575.00
01673	67388436320	GROUNDS MAINT & REPAIR	VR 24100107-020	08/22/2024	-	TARP FOR TRAILER	560.00
CHECK TOTAL FOR CHECK NUMBER 222016 DATED 10/02/2024 WRITTEN TO 68800 OTTUMWA TENT & AWNING for the amount of							560.00
01001	001111106415	RENTS & LEASES	VR 24100107-021	09/10/2024	-	80009090-1107-0492	41.00
CHECK TOTAL FOR CHECK NUMBER 222017 DATED 10/02/2024 WRITTEN TO 72230 PITNEY BOWES BANK INC for the amount of							41.00
01001	00144306507	OPERATING SUPPLIES	VR 24100106-049	09/20/2024	-	1720	57.94
01001	00144456350	EQUIP REPAIR	VR 24100106-050	09/23/2024	-	1720	533.01
01001	00144306504	TOOLS & SMALL EQUIP	VR 24100106-048	09/24/2024	-	1720	299.00
CHECK TOTAL FOR CHECK NUMBER 222018 DATED 10/02/2024 WRITTEN TO 72560 PLUMB SUPPLY COMPANY for the amount of							889.95
01001	001111106331	VHCL MTCE SUPPLIES	VR 24100107-023	09/16/2024	-	DOCKING STATION	577.50
01001	001111106350	EQUIP REPAIR	VR 24100107-022	09/17/2024	-	KRA-26M	80.00
01151	151111106727	OTHER CAPITAL EQUIPMENT	VR 24100107-024	09/23/2024	-	CAMERA	9464.20
CHECK TOTAL FOR CHECK NUMBER 222019 DATED 10/02/2024 WRITTEN TO 74955 RACOM CORPORATION for the amount of							10121.70
01110	11022986331	VHCL MTCE SUPPLIES	VR 24100107-026	09/05/2024	-	#26	164.78
CHECK TOTAL FOR CHECK NUMBER 222020 DATED 10/02/2024 WRITTEN TO 77209 ROAD DOCTORS, LLC for the amount of							164.78
01670	67088406507	OPERATING SUPPLIES	VR 24100107-025	09/08/2024	-	PORTABLE	110.16
CHECK TOTAL FOR CHECK NUMBER 222021 DATED 10/02/2024 WRITTEN TO 78105 ROYAL PORTABLE TOILETS for the amount of							110.16
01001	00144306504	TOOLS & SMALL EQUIP	VR 24100107-029	09/12/2024	-	COO	61.98
01110	11022106531	STREET MAINT SUPPLIES	VR 24100107-027	09/13/2024	-	COO	37.98
01001	00144456504	TOOLS & SMALL EQUIP	VR 24100107-028	09/16/2024	-	COO	299.99
CHECK TOTAL FOR CHECK NUMBER 222022 DATED 10/02/2024 WRITTEN TO 78279 S & L ALL SEASON for the amount of							399.95
01670	67088406407	ENGINEERING	VR 24100107-031	08/31/2024	-	27223158.25	2091.00
01670	67088406407	ENGINEERING	VR 24100107-030	08/31/2024	-	07224143.00	3796.80
CHECK TOTAL FOR CHECK NUMBER 222023 DATED 10/02/2024 WRITTEN TO 78293 SCS ENGINEERS for the amount of							5887.80
01133	13344106310	BUILDING MAINT REPAIR	VR 24100107-032	09/01/2024	-	1003269	240.70
CHECK TOTAL FOR CHECK NUMBER 222024 DATED 10/02/2024 WRITTEN TO 79358 SCHUMACHER ELEVATOR CO for the amount of							240.70
01001	00155406496	REFUNDS	VR 24100107-034	09/24/2024	-	115 N WARD	107.00

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BATCH NUMBER CHKX

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CHECK TOTAL FOR CHECK NUMBER 222025 DATED 10/02/2024 WRITTEN TO 81379 APRIL & MICHAEL SHILKUS for the amount of							107.00
01001	00144456402	ADVERT/LEGAL PUBL	VR 24100107-052	07/31/2024	-	30309 BEACH	1025.00
01001	00144456402	ADVERT/LEGAL PUBL	VR 24100107-033	08/31/2024	-	3309-BEACH	1025.00
CHECK TOTAL FOR CHECK NUMBER 222026 DATED 10/02/2024 WRITTEN TO 82134 SINCLAIR BROADCAST GROUP for the amount of							2050.00
01110	11022986504	TOOLS & SMALL EQUIP	VR 24100107-035	09/13/2024	-	REPAIR KIT	615.01
CHECK TOTAL FOR CHECK NUMBER 222027 DATED 10/02/2024 WRITTEN TO 83100A SNAP-ON-TOOLS for the amount of							615.01
01110	11022406532	SUSTENANCE SUPPLIES	VR 24100107-036	09/12/2024	-	WATER	210.00
01110	11022426532	SUSTENANCE SUPPLIES	VR 24100107-037	09/12/2024	-	WATER	210.00
CHECK TOTAL FOR CHECK NUMBER 222028 DATED 10/02/2024 WRITTEN TO 83145 SNYDER WATER for the amount of							420.00
01001	00144306496	REFUNDS	VR 24100107-038	09/23/2024	-	DAMAGE DEPOSIT	50.00
CHECK TOTAL FOR CHECK NUMBER 222029 DATED 10/02/2024 WRITTEN TO 84956 LEROY STANSBERRY for the amount of							50.00
01176	17655406498	REIMBURSEMENT	VR 24100107-039	08/08/2024	-	CITY APPLIANCE 12476	12040.71
CHECK TOTAL FOR CHECK NUMBER 222030 DATED 10/02/2024 WRITTEN TO 85227 STARR WORKFORCE DEV. for the amount of							12040.71
01001	00111506532	SUSTENANCE SUPPLIES	VR 24100107-043	09/11/2024	-	FIRE	1148.80
01131	13122806532	SUSTENANCE SUPPLIES	VR 24100107-042	09/12/2024	-	AIRPORT	26.73
01001	00111506532	SUSTENANCE SUPPLIES	VR 24100107-041	09/17/2024	-	ADMIN 20-CVN-062 JUNE 2	1807.06
CHECK TOTAL FOR CHECK NUMBER 222031 DATED 10/02/2024 WRITTEN TO 86196 THE STITCH DOCTOR for the amount of							2982.59
01001	00144306410	CONTRACT EMPLOYEES	VR 24100108-039	09/09/2024	-	03-0077	1794.00
01110	11022106410	CONTRACT EMPLOYEES	VR 24100107-046	09/09/2024	-	03-0077	1236.48
01001	00144306410	CONTRACT EMPLOYEES	VR 24100108-040	09/09/2024	-	03-0077	2075.52
01670	67088406410	CONTRACT EMPLOYEES	VR 24100108-037	09/09/2024	-	03-0077	952.55
01673	67388436410	CONTRACT EMPLOYEES	VR 24100108-036	09/09/2024	-	03-0077	1411.74
01135	13544506410	CONTRACT EMPLOYEES	VR 24100108-035	09/09/2024	-	03-0032	1898.88
01001	00144306410	CONTRACT EMPLOYEES	VR 24100107-045	09/16/2024	-	03-0077	1794.00
01110	11022106410	CONTRACT EMPLOYEES	VR 24100108-031	09/16/2024	-	03-0077	1545.60
01001	00144306410	CONTRACT EMPLOYEES	VR 24100107-044	09/16/2024	-	03-0077	2594.40
01670	67088406410	CONTRACT EMPLOYEES	VR 24100108-038	09/16/2024	-	03-0077	1115.74
01673	67388436410	CONTRACT EMPLOYEES	VR 24100107-049	09/16/2024	-	03-0077	1711.57
01135	13544506410	CONTRACT EMPLOYEES	VR 24100108-032	09/16/2024	-	03-0032	2373.60
01001	00144306410	CONTRACT EMPLOYEES	VR 24100107-051	09/23/2024	-	03-0077	1794.00
01110	11022106410	CONTRACT EMPLOYEES	VR 24100108-033	09/23/2024	-	03-0077	1545.60
01001	00144306410	CONTRACT EMPLOYEES	VR 24100107-050	09/23/2024	-	03-0077	2594.40
01610	61088156410	CONTRACT EMPLOYEES	VR 24100107-047	09/23/2024	-	03-0077	207.00
01673	67388436410	CONTRACT EMPLOYEES	VR 24100107-048	09/23/2024	-	03-0077	1757.09
01135	13544506410	CONTRACT EMPLOYEES	VR 24100108-034	09/23/2024	-	03-0032	2315.64

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BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 222032 DATED 10/02/2024 WRITTEN TO 86970 SUPREME STAFFING INC for the amount of							30717.81
01151	15133426499	CONTRACTUAL SERVICES	VR 24100108-041	08/27/2024	-	LOT 12 BLAKES ADDITION	175.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24100108-042	09/12/2024	-	LOT 9 FERREE MUIRS ADD	175.00
CHECK TOTAL FOR CHECK NUMBER 222033 DATED 10/02/2024 WRITTEN TO 89855 TRUITT ABSTRACT COMPANY for the amount of							350.00
01315	31577726499	CONTRACTUAL	VR 24100108-045	09/20/2024	-	BLAKES BRANCH	42035.22
01315	31577726499	CONTRACTUAL	VR 24100108-044	09/20/2024	-	BLAKES BRANCH	10774.33
01315	31577726499	CONTRACTUAL	VR 24100108-043	09/20/2024	-	BLAKES BRANCH	23455.70
01315	31577726499	CONTRACTUAL	VR 24100108-046	09/20/2024	-	BLAKES BRANCH	10424.00
CHECK TOTAL FOR CHECK NUMBER 222034 DATED 10/02/2024 WRITTEN TO 92648 VEENSTRA & KIMM INC for the amount of							86689.25
01110	11022106210	DUES & MEMBERSHIPS	VR 24100108-047	09/18/2024	-	MCDANIEL	45.00
CHECK TOTAL FOR CHECK NUMBER 222035 DATED 10/02/2024 WRITTEN TO 94635 WAPELLO COUNTY EXTENSION for the amount of							45.00
01820	8202133	UNITED WAY DED PAYABLE	VR 24100108-026	09/27/2024	-	EMPLOYEE CONTRIBUTION	10.00
CHECK TOTAL FOR CHECK NUMBER 222036 DATED 10/02/2024 WRITTEN TO 95000 WAPELLO COUNTY UNITED WAYfor the amount of							10.00
01610	61088156181	CLOTHING ALLOWANCE	VR 24100108-048	09/16/2024	-	SAFTEY ALLOWANCE	40.65
CHECK TOTAL FOR CHECK NUMBER 222037 DATED 10/02/2024 WRITTEN TO 95358 JOSH WATSON for the amount of							40.65
01001	00111106331	VHCL MTCE SUPPLIES	VR 24100108-049	09/11/2024	-	PD	20.00
01001	00111106331	VHCL MTCE SUPPLIES	VR 24100108-050	09/20/2024	-	448	20.00
CHECK TOTAL FOR CHECK NUMBER 222038 DATED 10/02/2024 WRITTEN TO 95368 WAYNE'S TIRE for the amount of							40.00
01001	00122606181	CLOTHING ALLOWANCE	VR 24100108-051	09/13/2024	-	SAFTETY ALLOWANCE	18.18
CHECK TOTAL FOR CHECK NUMBER 222039 DATED 10/02/2024 WRITTEN TO 97100 LUKE WIMSATT for the amount of							18.18
01001	00111506504	TOOLS & SMALL EQUIP	VR 24100108-052	09/17/2024	-	FIRE EXTINGUISHER	50.00
CHECK TOTAL FOR CHECK NUMBER 222040 DATED 10/02/2024 WRITTEN TO 97320 WINGER COMPANIES for the amount of							50.00
01 Bank Code TOTALS for 00094 Checks to 00094 Vendors for the amount of							634404.10
REPORT TOTALS for 00094 Checks to 00094 Vendors for the amount of							634404.10

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BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01151	15166526727	OTHER CAPITAL EQUIPMENT	VR 24092301-001	08/31/2024	-	3809591	143998.88
CHECK TOTAL FOR CHECK NUMBER 221946 DATED 09/23/2024 WRITTEN TO 13589 CDW GOVERNMENT for the amount of							143998.88
01 Bank Code TOTALS for 00001 Checks to 00001 Vendors for the amount of							143998.88
REPORT TOTALS for 00001 Checks to 00001 Vendors for the amount of							143998.88



October 1, 2024

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointment to the Airport Advisory Board, term to expire 10/01/2028.

Tom Hull
13703 138th Street

Recommend re-appointment to the Ottumwa Housing Authority, terms to expire 11/11/2026:

Ann Youngman
2641 Clearview

Cindy Kurtz Hopkins
711 Edwards Drive.

Approved on 9-16-24
Mayor Rick Johnson

CITY OF OTTUMWA
Biographical Data for Re-Appointment to City Advisory Board

The information contained on this form is for the use of the Mayor and City Council in order to review your request to continue serving on a City Advisory Board, Commission, Committee, or Task Force.

We ask that your reappointment application be submitted timely before the end of your current term in order to accommodate your request. If you elect to not be reappointed, kindly remit a resignation letter specifying the last day you will be serving on appointed board.

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

Airport Advisory Board

Name: Tom Hull Telephone: 641 799 1056
Email: (optional) _____
Address: 13703 138th St. ZIP: 52501
Business: Rosenman's Inc. Telephone: 641 683 1871
Address: PO Box 1002 ZIP: 52501
Date Available for Re-Appointment any E-Mail: tom@rosenmansinc.com
Present occupation: Sales
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). Please explain why you are requesting to be reappointed. Please elaborate on how/what you have contributed to the board/commission that you have served upon.

IHCC Foundation Board

Ottumwa Chamber of Commerce Board and past President

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

Private Pilot licence with past IFR rating
Class A CDL
Business Degeree

Personal:

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

Yes _____ No X

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

Yes X No

Winbco Tank is a Customer

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

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 a reappointee? Have been an IFR Pilot and owned an airplane at the Ottumwa Airpor

Am able to bring a business perspetive to the airport and understand the importance of the airport to Ottumwa.

2. What do you see as the objectives and goals of the advisory body for the future to which you seek reappointment? To continue to operate profitably while making improvements to the facility and service. Establish Minimum Standards. Pursue scheduled air service

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

As a pilot I have a understanding of what a pilot expects from an airport and as a business owner I am able to give guidance from a income and operational perspective.

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

Tom

Signature

9/13/24

Date

The Mayor will review your current attendance, participation, interpersonal relationships, compliance with policies on conflict of interest and confidentiality, philanthropic contributions and community outreach when making the decision to reappoint you to a board/commission.

The strength of a board or commission depends on the productive and meaningful contributions of each individual member. The City of Ottumwa looks to support governance excellence based on a solid, continuing commitment to board service and ongoing adherence to established expectations for behavior and performance.

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

One of the goals of the City Council is to balance advisory board appointments in terms of gender and age.

The following information is desirable but not required for appointment.

Year of Birth 02/16/1964 Male X Female

Number of years a city resident 37

**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 current experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities that would be a benefit to your reappointment to the Human Rights Commission:



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Thomas John Hull, (**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 02/16/1964

Tom 09/13/24

Signature of Applicant

Date

Board/Commission applying for Airport Advisory Board

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

Re-approved on 9-26-24

Dick Johnson, Mayor

CITY OF OTTUMWA
Biographical Data for Re-Appointment to City Advisory Board

The information contained on this form is for the use of the Mayor and City Council in order to review your request to continue serving on a City Advisory Board, Commission, Committee, or Task Force.

We ask that your reappointment application be submitted timely before the end of your current term in order to accommodate your request. If you elect to not be reappointed, kindly remit a resignation letter specifying the last day you will be serving on appointed board.

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

Ottumwa Housing Authority (Ottumwa)

Name: Ann Youngman Telephone: 641 680 2379

Email: (optional) annyoungman@
mediacombb.net
ZIP: 52501

Address: 2641 Clearview

Business: Retired (TAG teacher
38 years OCSO)

Telephone: _____

Address: _____ ZIP: _____

Date Available for Re-Appointment Any time E-Mail: _____

Present occupation: Retired - Volunteer

Previous Employment: Ottumwa Community School District
+ teacher

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). Please explain why you are requesting to be reappointed. Please elaborate on how/what you have contributed to the board/commission that you have served upon.

Attached

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

Personal:

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

Yes _____ No X

received
9.26.24

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

Yes _____ No ✓

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

Yes ✓ No _____

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

1. What is there specifically in your background, training, education, or interests which qualifies you as a reappointee? *I have served on this board and am presently on it now. I was a teacher and know that everyone has a right to live in safe place. I serve on several boards that all help our citizens to have a better life.*
2. What do you see as the objectives and goals of the advisory body for the future to which you seek reappointment? *To provide safe and affordable place to live for our citizens. To make sure they are treated with respect + dignity. To keep all the buildings up to code + proper standards. To make sure if something is wrong they have a place to be heard.*
3. How would you help achieve these objectives and goals? What special qualities can you continue to bring to the advisory body? *In our monthly meetings we are informed of what is happening in each building. We are given updates on things that are being fixed or will be fixed. We have time lines so that things need to be done in a manner of quickness and safety. I ask questions + am given answers back.*

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

Ann Yang
Signature

9-25-24
Date

The Mayor will review your current attendance, participation, interpersonal relationships, compliance with policies on conflict of interest and confidentiality, philanthropic contributions and community outreach when making the decision to reappoint you to a board/commission.

The strength of a board or commission depends on the productive and meaningful contributions of each individual member. The City of Ottumwa looks to support governance excellence based on a solid, continuing commitment to board service and ongoing adherence to established expectations for behavior and performance.

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

One of the goals of the City Council is to balance advisory board appointments in terms of gender and age.

The following information is desirable but not required for appointment.

Year of Birth June 25-1952 Male Female

Number of years a city resident 67

**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 current experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities that would be a benefit to your reappointment to the Human Rights Commission:



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Ann Youngman, (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. (my maiden name is Harding)

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 June 25, 1952

Ann Youngman

Signature of Applicant

9-25-24

Date

Board/Commission applying for OHA - Ottumwa Housing Authority

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

Ann Youngman

Community Service:

Rotary Ottumwa-Just served my term on the board

Hy-Noon Kiwanis-Board Secretary(years)

Ottumwa Symphony Guild-We do fund raises for the Ottumwa Symphony(Member for years)

Ministry Council Board at Grace Ottumwa Church

GOPIP Member:

Development Board of Directors

Lemonade Day Board

Golf Outing Board

Helped on RAGBRAI-in charge of the VIP area

Ottumwa Community Board

I was on the 100th Birthday of OHS Board

Southeast Iowa Donors Scholarship Board-Secretary

PEO Hr member

OT Sorority-We give back to the community once a year with a donation

Civil Service Commissioner

I am presently on all the above except RAGRAI and 100th Birthday of OHS

ay-9-25-24

Re-approved on 9-26-24
Rick Johnson, Mayor

CITY OF OTTUMWA
Biographical Data for Re-Appointment to City Advisory Board

The information contained on this form is for the use of the Mayor and City Council in order to review your request to continue serving on a City Advisory Board, Commission, Committee, or Task Force.

We ask that your reappointment application be submitted timely before the end of your current term in order to accommodate your request. If you elect to not be reappointed, kindly remit a resignation letter specifying the last day you will be serving on appointed board.

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

Name: Cindy Kutz Hopkins Telephone: 641-777-6897
Email: (optional) _____
Address: 711 Edwards Drive ZIP: 52501
Business: First Resources Telephone: _____
Address: 710 Gateway ZIP: _____
Date Available for Re-Appointment _____ E-Mail: _____
Present occupation: Director of Supported Employment
Previous Employment: 38 years First Resources

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). Please explain why you are requesting to be reappointed. Please elaborate on how/what you have contributed to the board/commission that you have served upon.

I currently sit on Housing Authority
I have attended most meetings and
listen to what is going on and vocal when

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

I hold variety of certifications necessary
Header Academy

Personal:

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

Yes _____ No ☒

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

Yes _____ No ☒

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

Yes ☒ No _____

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

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

I work at FRC

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

Review HUD and watch the entire process of housing

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

Attend meetings

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


Signature


Date

The Mayor will review your current attendance, participation, interpersonal relationships, compliance with policies on conflict of interest and confidentiality, philanthropic contributions and community outreach when making the decision to reappoint you to a board/commission.

The strength of a board or commission depends on the productive and meaningful contributions of each individual member. The City of Ottumwa looks to support governance excellence based on a solid, continuing commitment to board service and ongoing adherence to established expectations for behavior and performance.

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

One of the goals of the City Council is to balance advisory board appointments in terms of gender and age.

The following information is desirable but not required for appointment.

Year of Birth _____ Male _____ Female _____

Number of years a city resident _____

**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 current experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities that would be a benefit to your reappointment to the Human Rights Commission:



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

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

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

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

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

My Date of Birth is Feb 28 1959

Cindy Kurtz Hopkins

Signature of Applicant

9/23/24

Date

Board/Commission applying for _____

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

Canvasser & Solicitors Permit



[CITY OF]
OTTUMWA

Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

Owner:
WORKINGMAN'S CHRISTMAS OGDEN, JERRY M 508 WAVERLY OTTUMWA, IA 52501-0000

Address
Address: 508 WAVERLY City/State/Zip: OTTUMWA, IA 52501-0000 Parcel No.: 7411310023000 Tract No.: Block No.: Lot No.: Section:

Permit:
Permit No.: 6495 Permit Type: Canvasser & Solicitors

Project:
Issue Date: 10/01/2024 Expires: 12/31/2024 Valuation: \$0

Construction Details:
Workingman's Christmas Party for needy children

Contractor	Phone
-------------------	--------------

Item	GL Code	Amount
	Total	\$0.00

Date	Paid By	Payment Type	Amount
		Total Paid	\$0.00

received
9.23.2024



[CITY OF]

OTTUMWA

Item No. B.-4.

CANVASSER & SOLICITORS REGISTRATION & APPLICATION

JERRY OGDEW

Name of Individual completing this application: WORKING MANS XMAS PARTY

And
Residing address: 508 WAVERLY OTTUMWA IA 52501 Date of Birth 9-26-51
Street City State Zip

Organization represented, if applicable: WORKING MANS CHRISTMAS PARTY FOR NEEDY CHILDREN

Organization's address: 508 WAVERLY AVE OTTUMWA IA 52501
No. Street City State Zip

Applicant's/Organization's phone number: 641 799 1194

Names, addresses and position of the officers of the organization:

JERRY OGDEW 508 WAVERLY OTTUMWA PRESIDENT
Name Address Officer Position

BRENDA MORGAN 1506 INGERSOL VICE PRESIDENT
Name Address Officer Position

NICOLE BACHMAN 502 CHESTNUT TREASURER
Name Address Officer Position

Estimated number of persons who will be directly soliciting: 25

Nature and purpose of your solicitation activities: FOR ANNUAL CHRISTMAS PARTY FOR NEEDY CHILDREN OF WAPELLO COUNTY

What method will you be using to solicit funds? (Example: direct monetary donations, sale of tags, decals, etc.) BUSINESS DONATIONS BUCKET DRIVE OTTUMWA STORES

Where do you plan to canvass or solicit in Ottumwa? NOV. 1, 2024 - DEC 31, 2024
BUSINESS UNION PERSONAL DONATIONS

Date(s) when you wish to conduct your activities in Ottumwa: NOV 2024 DEC 31 2024

NOTE TO APPLICANT: Canvassing and soliciting shall be no earlier than 8:00 A.M. and no later than 9:00 P.M. and shall be no more than 90 days as determined by the City Council.

I do hereby certify that the above statements are true and correct. Signed this _____ day of _____, 20____.

Applicant

Staff recommendation to Council: October 1, 2024
Approved ☐ Denied ☐ by City Council on October 1, 20 24
Restrictions set by Council: _____
Number of days set by Council for applicant: _____
License Number 6495 Receipt No. N/A

received
9.26.24 950

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 1, 2024

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: National Disability Employment Awareness Month Proclamation

☐

Public hearing required if this box is checked.

RECOMMENDATION: Mayor to issue proclamation.

DISCUSSION: October 2024 is the 79th National Disability Employment Awareness Month. This proclamation acknowledges that October is a time to celebrate the contributions by American workers with disabilities and to educate about the issues and opportunities around disability employment. Iowa Workforce Development and Iowa Vocation Rehabilitation delivers employment services to help job candidates, including candidates with

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

disabilities, to find employment that meets their needs and interests. Vocational Rehab has several partner business across the community and has given special recognition to the Ottumwa School District and TJ Maxx for their commitment to providing employment opportunities to workers with disabilities.

Workers with disabilities make valuable contributions to the organizations where they work and the businesses that they operate. The City of Ottumwa is proud to recognize these workers and the employers and workforce development professionals who support their goals for opportunity, full participation, economic self-sufficiency and independent living.

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH PROCLAMATION
October 2024

WHEREAS, October 2024 marks the 79th anniversary of National Disability Employment Awareness Month; and

WHEREAS, the purpose of National Disability Employment Awareness Month is to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS, Workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and

WHEREAS, Activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm Ottumwa's commitment to increasing access to good jobs for all workers, including disabled workers; and

WHEREAS, Iowa Workforce Development Vocation Rehabilitation Services in Ottumwa have expressed special recognition for TJ Maxx, a new Ottumwa retailer that has embraced diversity and been supportive of hiring workers with disabilities in their store; and

WHEREAS, Vocational Rehabilitation Services has also provided special recognition to the Ottumwa School District for their Transition Alliance Program, facilities improvements which benefit the work and learning of staff and students with disabilities and their placement of job candidates with disabilities in many roles across the district.

NOW, THEREFORE, I, Richard W. Johnson, Mayor of the City of Ottumwa, Iowa, do proclaim October 2024 Disability Employment Awareness Month in the City of Ottumwa and be it

RESOLVED, that the City of Ottumwa recognize and commemorate the 79th anniversary of National Disability Employment Awareness Month; and be it further

RESOLVED, That the City of Ottumwa calls upon employers, schools, and other community organizations in the city to observe October with appropriate programs and activities, to ensure that disabled workers have access to good jobs every month of every year; and be it further

RESOLVED, That the City of Ottumwa pledges to continue to take steps to recruit, hire, retain, and advance individuals with disabilities and work to pursue the goals of opportunity, full participation, economic self-sufficiency, and independent living for people with disabilities.

In witness whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Ottumwa, Wapello County, Iowa this 1st day of October, 2024.

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard

Christina Reinhard, City Clerk



Item No. B.-7.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 1, 2024

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 214-2024: Resolution Fixing Date for a Public Hearing
on Proposal to Convey Certain Real Property Locally Known as 1317 E.
Mary, Ottumwa, Iowa to Selman Aliu

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 214-2024.

DISCUSSION: Resolution No. 214-2024 is sets October 15, 2024 as the date of a Public Hearing to sell the property at 1317 E. Mary to Selman Aliu for \$10,000. Aliu has proposed to purchase the property which neighbors his Riverside Restaurant property. The property is currently used as parking for patrons of the restaurant.

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

October 1, 2024

5:30 P.M.

- Resolution setting the date for a public hearing on the proposal to convey interests in real property at 1317 E. Mary Street to Selman Aliu

IMPORTANT INFORMATION

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

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

October 1, 2024

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

Bill Hoffman Jr., Keith Caviness, Dan Reid, Cara Galloway

Absent: Doug McAntire

Vacant: _____

* * * * *

Council Member Galloway then introduced the following proposed Resolution entitled "RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY AT 1317 E. MARY STREET TO SELMAN ALIU", and moved that the same be adopted. Council Member Hoffman seconded the motion to adopt. The roll was called and the vote was,

AYES: Hoffman, Caviness, Galloway

NAYS: Reid, McAntire (Absent)

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

RESOLUTION NO. 214-2024

RESOLUTION SETTING THE DATE FOR A PUBLIC
HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN
REAL PROPERTY AT 1317 E. MARY STREET TO SELMAN
ALIU

WHEREAS, the City of Ottumwa (the "City") has received a proposal from Selman Aliu (the "Buyer"), in the form of a proposed Purchase Agreement (the "Agreement"), which Agreement proposes that the City would sell certain City-owned real property (the "Property") to Buyer for a purchase price of \$10,000 and in consideration of Buyer's other obligations under the Agreement, which Property is legally described as follows:

Parcel A of Government Lot 2 in Section 31 - Township 72 North - Range 13 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa, being more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 31; thence North 88°54'50" East 1358.76 feet along the South line of said Government Lot 2 and centerline of East Mary Street to the Southwest corner of that tract of land conveyed to the City of Ottumwa by Guardian's Deed recorded in Book 269 on Page 482 in the Office of the Wapello County Recorder; thence North 00°52'30" East 20.01 feet along the West line of said tract to the North right-of-way line of East Mary Street and the Point of Beginning; thence continuing North 00°52'30" East 245.02 feet along said West line; thence North 00°00'05" East 206.37 feet along said West line to the Westerly right-of-way line of U.S. Highway No. 63 as shown on the Property Plat recorded in Book 329 on Page 263; thence North 75°35'50" East 18.89 feet along said right-of-way line; thence Southeasterly 310.10 feet along said right-of-way line along a 2965.00 foot radius curve concave Northeasterly and having a chord which bears South 14°24'15" East 309.96 feet; thence South 17°34'10" East 160.54 feet along said right-of-way line to the Northerly right-of-way line of East Mary Street; thence South 88°54'50" West 147.63 feet along said right-of-way line to the Point of Beginning, containing 0.81 acres.

WHEREAS, to comply with the procedural requirements of the Iowa Code, this Council has set forth its proposal in this Resolution and should now set a date for a public hearing on the proposed conveyance of the City's interests in the Property, at which time this Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council shall hold a public hearing at its meeting which begins at 5:30 P.M. on October 15, 2024, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa for the purpose of taking action on the matter of the proposal to convey interests in real property to Selman Aliu, pursuant to the terms and conditions of the proposed Agreement.

Section 2. That the City Clerk is hereby directed to cause at least one publication of a notice of said public hearing in a newspaper published at least once weekly and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON
THE MATTER OF THE PROPOSAL TO CONVEY REAL
PROPERTY AT 1317 E. MARY STREET TO SELMAN ALIU
PURSUANT TO A PROPOSED PURCHASE AGREEMENT,
AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing before itself at its meeting that commences at 5:30 P.M. on October 15, 2024, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Purchase Agreement (the "Agreement") with Selman Aliu (the "Buyer"), and the proposal to convey certain real property (the "Property") to the Buyer, pursuant to the terms and conditions of the Agreement. The Property is legally described as:

Parcel A of Government Lot 2 in Section 31 - Township 72 North - Range 13 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa, being more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 31; thence North 88°54'50" East 1358.76 feet along the South line of said Government Lot 2 and centerline of East Mary Street to the Southwest corner of that tract of land conveyed to the City of Ottumwa by Guardian's Deed recorded in Book 269 on Page 482 in the Office of the Wapello County Recorder; thence North 00°52'30" East 20.01 feet along the West line of said tract to the North right-of-way line of East Mary Street and the Point of Beginning; thence continuing North 00°52'30" East 245.02 feet along said West line; thence North 00°00'05" East 206.37 feet along said West line to the Westerly right-of-way line of U.S. Highway No. 63 as shown on the Property Plat recorded in Book 329 on Page 263; thence North 75°35'50" East 18.89 feet along said right-of-way line; thence Southeasterly 310.10 feet along said right-of-way line along a 2965.00 foot radius curve concave Northeasterly and having a chord which bears South 14°24'15" East 309.96 feet; thence South 17°34'10" East 160.54 feet along said right-of-way line to the Northerly right-of-way line of East Mary Street; thence South 88°54'50" West 147.63 feet along said right-of-way line to the Point of Beginning, containing 0.81 acres.

The Agreement proposes that the City would sell the Property to Buyer for \$10,000, and in consideration of Buyer's other obligations set forth in the Agreement, subject to the detailed terms and conditions set forth in the Agreement.

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

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance and proposed Agreement. After all objections have been received and considered, the Council may at this meeting or at any adjournment thereof, take additional action to approve the Agreement or to modify the Agreement, or may abandon the proposal to authorize said Agreement.

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

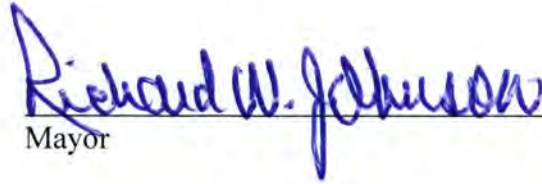
Dated this 1st day of October, 2024.

Christina Reinhard

City Clerk, City of Ottumwa in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this 1st day of October, 2024.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)
) SS
)

COUNTY OF WAPELLO

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

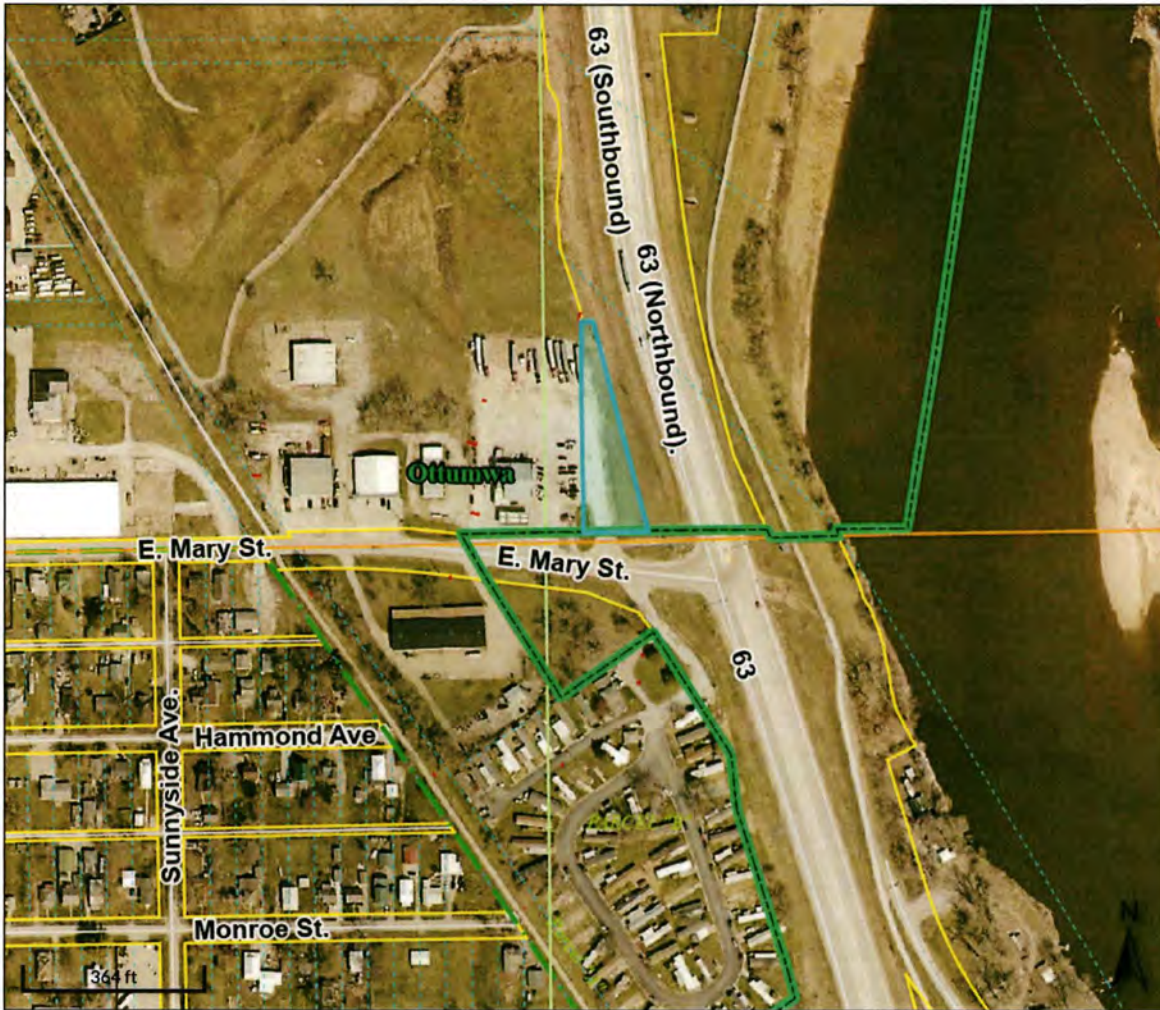
WITNESS my hand and the seal of the Council hereto affixed this 1st day of October, 2024.



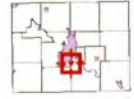
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

02408227\10981-1038



Overview



Legend

-  Easements
-  Lots
-  Subdivisions
-  City Limits
-  Lot Symbols
-  Misc Symbols
-  Parcel Symbols
-  Road Symbols
-  Right-of-Way Line
-  Roads
-  Sections
-  Section Center
-  Quarter Lines
-  Quarter Quarter Lines

Parcel ID	007417490007000	Alternate ID	n/a	Owner Address	City Of Ottumwa
Sec/Twp/Rng	31-72-13	Class	R		105 E Third
Property Address		Acreage	n/a		Ottumwa, IA 52501
District	OTTUMWA CITY/ OTTUMWA SCH				
Brief Tax Description	PT A L 8 NW SEC 31-7				
	2-13				
	(Note: Not to be used on legal documents)				

Date created: 9/25/2024
Last Data Uploaded: 9/25/2024 6:05:11 AM

Developed by  **SCHNEIDER**
GEO SPATIAL

\$ 10,000



CITY OF
OTTUMWA

received
6-28-2024

Petition No.: 5107-2024

Petitioner Information:

Name: SELMAN ALIU

Address: 1317 MARY ST

Phone Number: 641-758-1344 ☐ Petitioner certifies the accuracy of the above information.

Summary of Petition:

We are interested in buying the property in one corner of the lot for the market. The city has given us permission to use but we have the money if we could like to fix it and more cement if you want to be interested in selling it to us we would appreciate it.

1. Engineering Department ☒ Approve ☐ Deny 07-19-2024 PB

Comments:

Date

2. Plan/Zoning/Dev. Department ☒ Approve ☐ Deny 7/24/24

Comments:

Not in URBAN Renewal Area.
WHAT PRICE IS OFFERED?

Date

3. Health Department ☒ Approve ☐ Deny 7/22/24

Comments:

Date

** If denied by your department automatically return to the City Clerk's Office.
** If approved by your department submit to the next department for review.
*** Once the form is completed return to the City Clerk's Office



CITY OF
OTTUMWA

received
6-28-2024

Petition No.: 5107-2024

Petitioner Information:

Name: SELMAN ALI

Address: 1317 MARY ST

Phone Number: 641-799-1344 ☐ Petition contains the required number of signatures.

Summary of Petition:

We are interested in buying the property in blue to have access for the trucks. The city has given us permission to use, but we have been told that if we would like to fix it and more cement if you would be interested in selling it to us we would appreciate it.

1. Engineering Department

☒ Approve

☐ Deny

07-19-2024

PB

Comments:

Date

Dept. Initials
Required

2. Plan/Zoning/Dev. Department ☐ Approve

☐ Deny

Comments:

Date

Dept. Initials
Required

3. Health Department

☐ Approve

☐ Deny

Comments:

Date

Dept. Initials
Required

** If denied by your department automatically return to the City Clerk's Office.

** If approved by your department submit to the next department for review.

*** Once the form is completed return to the City Clerk's Office

DATE: 7-2-2024

VACATE PROPOSAL

Vacating 1317 E. Mary Street-Selman Aliu

Approve

Disapprove

X

Alliant Energy *clear*

X

Aureon Network Services (fka Iowa Network Services) *clear*

X

CenturyLink/Qwest *Clear*

X

City of Ottumwa, Engineering Department - Clear

Iowa Communications Network

X

ITC Midwest LLC

Lisco/LTDS

X

Mediacom *clear*

X

MidAmerican Energy

Ottumwa Fiber LLC

X

Ottumwa Water & Hydro

PAETEC/McLeod/Windstream

Yes

No

Wants to

Purchase

ADJOINING PROPERTY OWNERS

[illegible]

received
9.26.24 9AM

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 1, 2024

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 219- 2024, a resolution setting October 15th, 2024 as the date of a Public Hearing on the disposition of City owned property located at 1229 Brentwood.

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

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

RECOMMENDATION: Pass and adopt Resolution No. 219-2024

DISCUSSION: The City owns a house at 1229 Brentwood. The city seeks to sell this property to the highest bidder. The proposal will be brought to the October 15th, 2024 City Council meeting.

Source of Funds:

Budgeted Item: ☐ Budget Amendment Needed:

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

October 1, 2024

5:30 p.m.

- Resolution fixing date for a public hearing on the proposal to convey certain real property located at 1229 Brentwood, Ottumwa, Iowa, to the high bidder, and providing for the publication of notice thereof

IMPORTANT INFORMATION

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

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

October 1, 2024

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

Bill Hoffman, Jr., Keith Caviness, Dan Reid, Cara Galloway

Absent: Doug McAntire

Vacant: _____

* * * * *

Council Member Galloway then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCATED AT 1229 BRENTWOOD, OTTUMWA, IOWA, TO THE HIGH BIDDER", and moved that the same be adopted. Council Member Hoffman seconded the motion to adopt. The roll was called, and the vote was:

AYES: Hoffman, Caviness, Galloway

NAYS: Reid, McAntire (Absent)

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

RESOLUTION NO. 219-2024

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE
PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCATED AT
1229 BRENTWOOD, OTTUMWA, IOWA, TO THE HIGH BIDDER,
AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City Council of the City of Ottumwa (the "City") is the current titleholder of real property legally described as:

Lot 56 in Comb's First Addition to the City of Ottumwa, Wapello County,
Iowa,

and locally known as 1229 Brentwood, Ottumwa, Iowa (the "Property"), which is the Property the City now proposes be conveyed; and

WHEREAS, the City has solicited bids from the public to identify a potential buyer for the Property through the determination of the high bidder therefor; and

WHEREAS, bids were received until 3:00 P.M. on Tuesday, October 1, 2024, and were opened at 3:00 P.M. on Tuesday, October 1, 2024; and

WHEREAS, the City received 4 responsive bids, and upon evaluation, the high bidder for the Property has now been identified as Weston McKee with a bid in the amount of \$81,200; and

WHEREAS, the City proposes to convey the Property to the hereinabove named high bidder for the amount of the hereinabove stated high bid; and

WHEREAS, it is appropriate pursuant to Iowa Code Section 364.7 to publish a notice of the proposed conveyance of real property and of the hearing thereon, and to receive and consider objections and petitions.

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

Section 1. That this Council meet in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 p.m. on October 15, 2024, for the purpose of taking action on the matter of the proposal to convey real property to the high bidder identified hereinabove.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER
OF THE PROPOSAL TO CONVEY REAL PROPERTY LOCATED AT
1229 BRENTWOOD, OTTUMWA, IOWA, TO WESTON MCKEE, AND
THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on October 15, 2024, at 5:30 p.m. in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey certain City-owned real property to Weston McKee (the "Buyer") for \$81,200 and other good and valuable consideration. The real property proposed to be sold and conveyed is legally described as follows:

Lot 56 in Comb's First Addition to the City of Ottumwa, Wapello County,
Iowa,

and locally known as 1229 Brentwood, Ottumwa, Iowa.

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

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

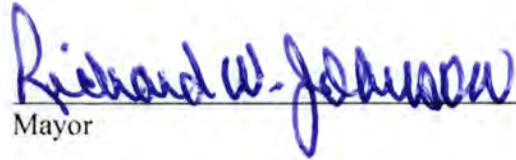
Dated this 1st day of October, 2024.

Christina Reinhard

City Clerk, City of Ottumwa in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this October 1, 2024.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 1st day of October, 2024.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa

02053820-1\10981-1000



CITY NUMBER	BUSINESS LOCATION NAME	BUSINESS LOCATION ADDRESS	CITY STATE ZIP	TYPE OF SALES	OWNERSHIP TYPE	LEGAL OWNER NAME	LEGAL OWNER MAILING ADDRESS	CITY STATE ZIP
2135-2025	Casey's General Store #2208	1603 W. Second	Ottumwa, IA 52501	Over-the-counter	Corporation	Casey's Marketing Company	1 SE Convenience Blvd	Ankeny, IA 50021
2136-2025	Casey's General Store #1886	504 W. Mary	Ottumwa, IA 52501	Over-the-counter	Corporation	Casey's Marketing Company	1 SE Convenience Blvd	Ankeny, IA 50021
2137-2025	Casey's General Store #1678	346 Richmond Ave.	Ottumwa, IA 52501	Over-the-counter	Corporation	Casey's Marketing Company	1 SE Convenience Blvd	Ankeny, IA 50021
2138-2025	Casey's General Store #7	1001 E. Main	Ottumwa, IA 52501	Over-the-counter	Corporation	Casey's Marketing Company	1 SE Convenience Blvd	Ankeny, IA 50021
2160-2025	BP	1340 Albia Road	Ottumwa, IA 52501	Over-the-counter	Corporation	Elliott Oil Company	P.O. Box 473	Ottumwa, IA 52501
2161-2025	BP	1301 N. Court	Ottumwa, IA 52501	Over-the-counter	Corporation	Elliott Oil Company	P.O. Box 473	Ottumwa, IA 52501
2162-2025	BP	1147 N. Jefferson	Ottumwa, IA 52501	Over-the-counter	Corporation	Elliott Oil Company	P.O. Box 473	Ottumwa, IA 52501
2163-2025	BP	720 Richmond	Ottumwa, IA 52501	Over-the-counter	Corporation	Elliott Oil Company	P.O. Box 473	Ottumwa, IA 52501
2164-2025	BP	1049 W. Second	Ottumwa, IA 52501	Over-the-counter	Corporation	Elliott Oil Company	P.O. Box 473	Ottumwa, IA 52501
2187-2025	Fareway Stores, Inc. #648	1325 Albia Rd.	Ottumwa, IA 52501	Over-the-counter	Corporation	Fareway Stores, Inc.	P.O. Box 70	Boone, IA 50036
2203-2025	Smokin Hot	2604 N. Court, Suite A.	Ottumwa, IA 52501	Over-the-counter	LLC	Smokin Hot LLC	2604 N. Court, Suite A	Ottumwa, IA 52501
2228-2025	Yesway #1012	2508 N. Court St.	Ottumwa, IA 52501	Over-the-counter	LLC	BW Gas & Convenience Retail	2301 Eagle Parkway, Suite 100	Fort Worth, TX 76177
2229-2025	Yesway #1013	534 Church St.	Ottumwa, IA 52501	Over-the-counter	LLC	BW Gas & Convenience Retail	2301 Eagle Parkway, Suite 100	Fort Worth, TX 76177
2230-2025	Yesway #1014	502 W. Second	Ottumwa, IA 52501	Over-the-counter	LLC	BW Gas & Convenience Retail	2301 Eagle Parkway, Suite 100	Fort Worth, TX 76177
2231-2025	Yesway #1030	1317 E. Mary	Ottumwa, IA 52501	Over-the-counter	LLC	BW Gas & Convenience Retail	2301 Eagle Parkway, Suite 100	Fort Worth, TX 76177
2239-2025	Walgreens #1301	327 W. Fourth St.	Ottumwa, IA 52501	Over-the-counter	Corporation	Walgreen Co.	P.O. Box 901	Deerfield, IL 60015
2243-2025	Dollar General #7179	721 N. Quincy Ave.	Ottumwa, IA 52501	Over-the-counter	Corporation	Dolgencorp, LLC	Attn: Licensing, 100 Mission Ridge	Goodlettsville, TN 37072
2245-2025	Dollar General #2898	921 E. Main St.	Ottumwa, IA 52501	Over-the-counter	Corporation	Dolgencorp, LLC	Attn: Licensing, 100 Mission Ridge	Goodlettsville, TN 37072
2250-2025	Smokin' Joe's Tobacco and Liquor Outlet #5	115 Albia Rd.	Ottumwa, IA 52501	Over-the-counter	Corporation	The Outlet, Inc.	1916 N. Sturdevant St.	Davenport, IA 52804
2251-2025	Walmart #1285	1940 Venture Dr.	Ottumwa, IA 52501	Over-the-counter	Corporation	Walmart Inc.	702 SW 8th St, MS#0500	Bentonville, AR 72716-0500
2252-2025	Fine Liquor & Tobacco	821 B Albia Rd.	Ottumwa, IA 52501	Over-the-counter	LLC	3 Star Food, LLC	821 B Albia Rd.	Ottumwa, IA 52501
2253-2025	Iowa Liquor & Tobacco	1021 E. Main St.	Ottumwa, IA 52501	Over-the-counter	LLC	All Star Food, LLC	1021 E. Main St.	Ottumwa, IA 52501
2256-2025	Hy-Vee Food Store #1	1025 N. Quincy	Ottumwa, IA 52501	Over-the-counter	Corporation	Hy-Vee, Inc.	5820 Westown Parkway	West Des Moines, IA 50266
2257-2025	Hy-Vee Fast & Fresh #1	1027 N. Quincy	Ottumwa, IA 52501	Over-the-counter	Corporation	Hy-Vee, Inc.	5820 Westown Parkway	West Des Moines, IA 50266
2259-2025	Hy-Vee Fast & Fresh #2	2457 N. Court St.	Ottumwa, IA 52501	Over-the-counter	Corporation	Hy-Vee, Inc.	5820 Westown Parkway	West Des Moines, IA 50266
2260-2025	Hy-Vee Drugstore	1140 N. Jefferson St.	Ottumwa, IA 52501	Over-the-counter	Corporation	Hy-Vee, Inc.	5820 Westown Parkway	West Des Moines, IA 50266
2341-2025	MAD Ave Quik Shop	405 S. Madison Ave.	Ottumwa, IA 52501	Over-the-counter	LLC	MAD JuSTus LLC	233 W. Alta Vista Ave.	Ottumwa, IA 52501
2342-2025	Murphy USA #6945	1939 Venture Dr	Ottumwa, IA 52501	Over-the-counter	Corporation	Murphy Oil USA, Inc.	Attn: Permits, P.O. Box 7300	El Dorado, AR 71731
4144-2025	Ross Tobacco Shop LLC	129 E. Second St	Ottumwa, IA 52501	Over-the-counter	LLC	Ramzy Abdel-Gadir	2101 Forrest Ave	Des Moines, IA 50311
5384-2025	Pink Clouds Smoke Shop	313 N. Madison	Ottumwa, IA 52501	Over-the-counter	LLC	Ya Allah Madad LLC / Abdul Khaliq	1400 6th St. SW	Cedar Rapids, IA 52404
5475-2025	US Smoke Shop No. 1	610 Church St.	Ottumwa, IA 52501	Over-the-counter	LLC	Iowa 2011, LLC	2000 Wiley Blvd. SW Ste. 106	Cedar Rapids, IA 52404
4903-2025	Dollar General #24713	1235 Hutchinson Ave.	Ottumwa, IA 52501	Over-the-counter	LLC	Dolgencorp, LLC	Attn: Licensing, 100 Mission Ridge	Goodlettsville, TN 37072
5476-2025	US Smoke Shop No. 2	508 N. Hancock	Ottumwa, IA 52501	Over-the-counter	LLC	Iowa 36, LLC	2000 Wiley Blvd. SW Ste. 106	Cedar Rapids, IA 52404
6350-2025	Greenleaf Tobacco No. 1	615 E. Pennsylvania	Ottumwa, IA 52501	Over-the-counter	LLC	M&Q, LLC	106 19th Ave, Suite 90	Moline, IL 61265
6351-2025	Greenleaf Tobacco No. 2	512 E. Main Street	Ottumwa, IA 52501	Over-the-counter	LLC	M&Q, LLC	106 19th Ave, Suite 90	Moline, IL 61265
6352-2025	Greenleaf Tobacco No. 3	807 Richmond	Ottumwa, IA 52501	Over-the-counter	LLC	M&Q, LLC	106 19th Ave, Suite 90	Moline, IL 61265
6453-2025	Dollar General #30778	616 W. Mary St.	Ottumwa, IA 52501	Over-the-counter	LLC	Dolgencorp, LLC	Attn: Licensing, 100 Mission Ridge	Goodlettsville, TN 37072
6481-2025	MAD Zen	405 S. Madison Ave., Unit 2	Ottumwa, IA 52501	Over-the-counter	LLC	Double Jam LLC	233 W. Alta Vista Ave	Ottumwa, IA 52501

received
9.26.24 950

Item No. F.-1.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 1, 2024

Police

Department

Lt. Mickey Hucks

Prepared By

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Public hearing to accept written or oral comments from the public on the
pending plans for the 2024 Justice Assistance Grant (JAG) Program.



****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: Accept written or oral comments, then close the public hearing.

DISCUSSION: The public hearing is a step in the process of accepting funds from the
2024 Justice Assistance Grant (JAG) Program. The JAG Grant does not
require a local match. Federal requirements state the funds can only be
used to supplement the Department's budget, not supplant it.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed:

The amount of funds we receive from the JAG Grant is based on the number of violent crimes we report to the Federal government. As in previous years, the Wapello County Sheriff's Department is considered a disparate agency within the JAG Program. They are considered a disparate agency because they do not qualify for a direct award; yet the county is responsible for providing criminal justice services such as incarceration for the municipality.

Because the Sheriff's Department is considered a disparate agency, the Bureau of Justice Assistance requires that we discuss with the Sheriff the sharing of our JAG Grant funds. After reviewing the grant with Sheriff Phillips, it was agreed that the County would receive 15% of the grant funds (\$3,569.00), the Police Department would receive 85% (\$20,221.00), and the Police Department would administer the grant.

The Department's proposed use of the funds is for the purchase of the following:

10 - Cases of Force on Force non-lethal training ammunition	(City)	\$ 5,221.00
50 - Cases of Ammunition (9mm, .40, .556/223)	(City)	\$15,000.00

The Wapello County Sheriff's Office proposed use of funds is for the purchase of:

1 - Camera, Mount, antenna and misc. equipment	(County)	\$3,569.00
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Total expenditures: \$23,790.00

**Ottumwa Police Department
Ottumwa, Iowa
2024 Justice Assistance Grant Local Program
BJA FY 24 JAG LOCAL
Application Case ID: A-501695
Grant Package Application Number: 14255844**

Program Narrative – Attachment

The Wapello County (Iowa) Sheriff's Department is considered a disparate agency by the Bureau of Justice Assistance. Therefore, the City of Ottumwa negotiated with the Sheriff's Department a mutually agreeable settlement to share funding received from the Justice Assistance Grant Program. The settlement provides for the following: the Wapello County Sheriff's Department would receive approximately 15% of the grant funds (\$3,569.00), the Ottumwa Police Department would receive approximately 85% (\$20,221.00), and the Ottumwa Police Department would administer the grant. This is the same settlement both entities have always agreed to when sharing funds from the former Local Law Enforcement Block Grant Program and past Justice Assistance Grants.

The Ottumwa Police Department and the Wapello County Sheriff's Department's strategy for the FY 2024 JAG funds is to identify and prioritize needed equipment; identify and select vendors; and then purchase the equipment.

The Ottumwa Police Department will act as the applicant, fiscal agent, and will gather the information needed to complete all required reports, including performance measures.

The Wapello County Sheriff's Department will be using its funds under the purpose area of "Law Enforcement Programs". The Sheriff's Department will use funds to purchase equipment for law enforcement use, to include:

(One) Camera, Mount, antenna and misc. equipment (\$3,569.00) – The Sheriff's Department would like to purchase (One) Camera, Mount, antenna and misc. equipment for the purpose of surveillance of criminal activity passing through a specific location in Wapello County. The department lacks real-time capability for observing communities it serves within the county as events unfold. Events can be weather conditions, criminal activity, roadway conditions due to accidents, hazmat situations, and child abductions among many others. The communities within Wapello County are represented by a board of supervisors. The board oversees the department equipment needs, coverage for patrols and planning. In coordination with neighboring jurisdictions, information from the camera network will aid first responder's response needs. The camera offers cost-effective high performance for versatile surveillance. In the event of a traffic accident, the camera will be able to provide emergency services with situational awareness prior to arrival and provide for the appropriate emergency response. The camera will allow for nighttime or low-light observations as well. The department will utilize the camera for purposes of observing severe weather approaching. The information will be shared on social media and local broadcast for additional safety of the citizens in Wapello County. In addition, the department will utilize the camera to detect and deter criminal activity. The ability to observe video saved and live-streamed are essential investigative tools for law enforcement. The department will provide performance measure data as required showing progress for meeting goals, objectives and deliverables.

The Ottumwa Police Department will also be using its funds under the purpose area of “Law Enforcement Programs”. The Police Department will use funds to purchase equipment for law enforcement use to include:

Force on Force non-lethal training ammunition (\$5,000) – The Police Department would like to purchase non-lethal training ammunition to train our officers in the most realistic force-on-force scenarios. Force-on-Force training with non-lethal ammunition can help prepare law enforcement personnel simulating the stress and anxiety that officers might experience in real-world situations. The trainees will develop their skills in a safe and controlled environment. By using non-lethal training tools, officers can build their confidence, decision-making abilities, and overall effectiveness in real-life situations. The officers will learn how to manage adrenaline and fear to promote a proactive mindset. The officer will gain more confidence and effective in high-pressure situations allowing the ability to evaluate the situation they are confronted with. The training ammunition can be used outdoors and indoors. This allows the department to train in real structures in the community. The department partners with local business and School district for training locations.

Ammunition 9mm, .40, .556/223 – (\$15,000) The Police department would like to purchase ammunition to be used by our personnel. It is essential for officers to become efficient with all firearm systems utilized by the department. Our department provides for yearly qualification in all calibers used by the department. The department also conducts additional firearms training based on scenarios, shoot-don't-shoot, both during day and at night. The department has an Emergency Response Team that trains monthly and during additional training opportunities. It is essential for our officers to develop and sustain the firearms skills needed to survive a lethal force encounter. Police officers can find

themselves in situations that are potentially life-threatening all of a sudden. Therefore, police officers are expected to show situational awareness, assess threats correctly, and thus react adequately under stress at any time.

The department's oversight is conducted by a city administrator and city council. The council provides consent for the department's budget and grant opportunities. Through a process the department's goals to provide a level of service that exceeds the expectations of the community it serves. By purchasing equipment as described, the department will provide safe, up to date equipment for the officers to perform at a high level. The department will provide performance measure data as required showing progress for meeting goals, objectives and deliverables.

Ottumwa Police Department
Ottumwa, Iowa
2024 Justice Assistance Grant Local Program
BJA FY 24 JAG LOCAL
Application Case ID: A-501695
Grant Package Application Number: 14255844

Proposed Spending Plan of Grant Funds

<i>1 - PTZ Camera, mount, antenna and misc. equipment</i>	<i>(County)</i>	<i>\$3,569.00</i>
<i>10 - Cases of Force on Force non-lethal training ammunition</i>	<i>(City)</i>	<i>\$5,221.00</i>
<i>50 - Cases of Ammunition (9mm, .40, .556/223)</i>	<i>(City)</i>	<i>\$15,000.00</i>
<i>Total Expenditures</i>		<i>\$23,790.00</i>

<u>Ottumwa Police Department</u>		<u>Wapello County Sheriff's Department</u>	
85%		15%	
Federal Funds:	\$23,790.00	Federal Funds:	\$23,790.00
x (approx.)	.85	x (approx.)	.15
Total Amount:	\$20,221.00	Total Amount:	\$ 3,569.00

MARKETPLACE

Public Notices

a. Adoption of Agenda & Declaration of Quorum
Approve the adoption of the agenda and declaration of quorum.
Motion made by: Mr. Trevor Brown
Motion seconded by: Ms. Debb Kent
Voting:
Unanimously Approved
b. Welcome and Recognition of Visitors
Tim Albert recognized our guests.
II. Closed Session Pursuant to Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
Motion to enter closed session.
Motion made by: Mr. Ryan Johnson
Motion seconded by: Ms. Debb Kent
Voting:
Mr. Tim Albert - Yes
Mr. Andy Noe - Yes
Mr. Trevor Brown - Yes
Mr. Ryan Johnson - Yes
Ms. Debb Kent - Yes
Motion to come out of closed session.
Motion made by: Mr. Trevor Brown
Motion seconded by: Mr. Ryan Johnson
Voting:
Mr. Tim Albert - Yes
Mr. Andy Noe - Yes
Mr. Trevor Brown - Yes
Mr. Ryan Johnson - Yes
Ms. Debb Kent - Yes
III.
Consideration and Action on Resignation and Separation Agreement
I move to accept the resignation and separation agreement with Troy Scholl as presented.
Motion made by: Ms. Debb Kent
Motion seconded by: Mr. Andy Noe
Voting:
Unanimously Approved
IV.
Cardinal Board Superintendent Covenants
V. Good News
VI.
Consent Agenda Items
Approve the consent agenda items as listed, including board meeting minutes, monthly invoices in the amount of \$497,466.91 plus payroll, financial reports and personnel report.
Motion made by: Mr. Trevor Brown
Motion seconded by: Mr. Ryan Johnson
Voting:
Unanimously Approved
a. Approval of the Regular and Special Board Meeting Minutes
b. Approval of Monthly Invoices
c. Monthly Financial Report
d. Activity Account Reports
e. Personnel Report
Positions added: James Phillips - Contracted District Substitute, April Rowe - Custodian, Jessica Pfaff - Associate, Brittney McPeak - Para Educator, LaKyn Stanley - Para

Public Notices

Noe
Motion seconded by: Ms. Debb Kent
Voting:
Unanimously Approved
X. Adjournment
Motion to adjourn the meeting at 7:40 p.m.
Motion made by: Mr. Trevor Brown
Motion seconded by: Mr. Ryan Johnson
Voting:
Unanimously Approved
Cardinal Community School District
PERIOD VENDOR REPORT FOR NEWSPAPER
09/13/2024 12:49 PM
Vendor Name
Vendor Description
Amount
Checking
10-15 TRANSIT
PRESCHOOL TRANSPORT SVCS
200.00
ACCESS SYSTEMS
SVC CONTRACT-COPIERS
1,655.95
ACE GRAPHICS & PRINTING
SCREENPRINTING
1,635.31
ADVANTAGE ADMINISTRATORS
TPA PSF INSURANCE PLAN
11,513.82
AGRI LAND FS INC
GAS/DIESEL/LP
3,415.22
AHLERS & COONEY PC
LEGAL SERVICES
314.50
ALLIANT ENERGY/IPL
ELECTRICITY
16,329.60
ALLIED SYSTEMS, INC.
SERVICES
12,200.00
AMAZON CAPITAL
SERVICES
CLASSROOM/OFFICE
SUPPLIES
8,140.33
AMERICAN EXPRESS
CORP CREDIT CARD
10,127.14
ANDERSON ERICKSON
DAIRY
MILK
4,694.32
APPLE INC
COMPUTERS/SUPPLIES
1,316.00
ARNOLD MOTOR SUPPLY
LLP
BUS BARN/MTC
SUPPLIES
1,791.61
ASCD
ADMIN MEMBERSHIPS
105.00
ATLANTIC COCA-COLA
POP/BEVERAGES-
VENDING
1,988.83
ATOMIC TERMITE & PEST
CONTROL
PEST CONTROL
250.00
AWM CORPORATION
POLICY/HR/CLERICAL
5,063.45
BACK 4 FAB LLC
SIGNS
470.00
BEEBE'S SPORTS FLOORS
MAINTENANCE
12,227.50
BENCHMARK EDUCATION
COMPANY
CURRICULUM
18,929.00
BIMBO BAKERIES USA
BREAD

Public Notices

HILLYARD OF DES MOINES
CLEANING SUPPLIES
4,702.37
HULS, SUSAN
SERVICE FEES
1,092.00
HY-VEE INC
SUPPLIES
1,133.17
HY-VEE SOUTH
SUPPLIES
260.00
IAG, INC.
PROGRAM FEES
25,000.00
INDEPENDENCE
COMMUNITY SCHOOL
OPEN ENROLLMENT
32,308.92
IOWA COMMUNICATIONS
NETWORK
NETWORK SERVICES
2.75
IOWA COUNCIL FOR THE
SOCIAL
REGISTRATION FEES
170.00
IOWA DEPARTMENT OF
NATURAL
NPDES FEES
340.00
IOWA DEPT OF HUMAN
SERVICES
STATE SHARE OF
MEDICAID
48,857.00
COLLECTED
IRWIN EQUIPMENT
SERVICES
MOWERS
16,148.00
IXL
IXL LEARNING
LICENSES
6,383.00
J.W.
MUSIC
208.19
JAY, TRAVIS
MTC SERVICES
2,689.00
KEASLING, DEAL
TRANSPORTATION OF
STUDENT
60.00
KENDALL HUNT
CURRICULUM
2,662.20
KESTER, WILLIAM
OFFICIAL
138.50
MACGILL DISCOUNT
MEDICAL AND
NURSING SUPPLIES
585.26
MAIN STREET DONUTS
FOOD SUPPLIES
313.25
MANGOLD, CASEY
OFFICIAL
100.00
MARTIN BROS
DISTRIBUTING
FOOD SERVICE
SUPPLIES/FOOD
48,147.49
MCSPADDEN, DAVE
System Generated Vendor
125.00
MEDIACOM
INTERNET SERVICE
219.90
MENARDS OTTUMWA
SUPPLIES
878.08
MOSEY CORPORATION
TECH SUBSCRIPTION
99.00
NEAPOLITAN LABS LLC
WEBSITE MGMT
1,050.00
ONE SOURCE THE
BACKGROUND
BACKGROUND CHECKS
400.50
ONMEDIA
DIGITAL ADVERTISING
1,700.00

Public Notices

230.00
VISA
CREDIT CARDS
383.00
W.W. GRAINGER INC
SUPPLIES
1,036.64
WALSORTH
YEARBOOK
3,138.16
WAPELLO RURAL WATER
ASSN
WATER
287.69
WASTE MANAGEMENT
GARBAGE COLLECTION
5,021.12
WELLMARK BLUE CROSS
AND BLUE
HEALTH INSURANCE
1,260.00
WILLIAM PENN
UNIVERSITY
BASKETBALL CAMP FEES
6,157.46
WINDSTREAM
TELEPHONE
16.94
WINDSTREAM
TELEPHONE
1,777.57
WINGER SERVICE
SERVICES
809.53
WITZENBURG, BOB
OFFICIAL
125.00
WITZENBURG, BRIAN
OFFICIAL
138.50
WORLD'S FINEST
CHOCOLATE
CANDY BARS
10,320.00
Checking Account Total:
497,466.91

Notice of Public Hearing

Notice is hereby given that the City Council of the City of Ottumwa will hold a public hearing on October 1, 2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street, Ottumwa, Iowa on proposed spending plans for the 2024 Justice Assistance Grant (JAG) Program funds to be obtained from the Bureau of Justice Assistance. All written public comments may be submitted to the City Clerk's Office, Temporary City Hall, 210 West Main Street, 2nd Floor, by 4:30 pm on October 1, 2024. All persons interested in the proposed spending plans are invited to be present at the above time, place and date to present their arguments for or against.
FOR THE CITY OF OTTUMWA:
Christina Reinhard, City Clerk

SECTION 00 11 13
NOTICE OF HEARING
NOTICE OF PUBLIC HEARING

You are hereby notified that at 4 p.m., local time, on September 30, 2024, at Indian Hills Community College Perkins Conference Room, 525 Grandview Avenue, Ottumwa, Iowa 52501, there will be a public hearing as provided under section 73a.3 of the Code of Iowa for the purpose of hearing or receiving any objections to the adoption of the proposed drawings, specifications and form of contract, and the proposed cost for the furnishing of all necessary labor, material, and equipment for: INDIAN HILLS COMMUNITY



Help Wanted

HELP WANTED DRIVE
tutwma to Centerville
21 or older and be at
foot box truck. \$2
good driving record.
9413.



Garage Sale

OTTUMWA-48" ST
Miles South 63) Fri
Saturday 8-1. Thru
Our sales are all
Clothing XS-2X, jeans
used holiday items,
ture, old stuff, tin
trucks, lots of miscel
much to list.



Rentals



PUBLISHER'S NOTICE

real estate advertise
newspaper is subject
opportunity housing s
This newspaper v
knowingly accep
advertising for real
which is in violation c

The Iowa Civil Rights
Code 216) prohibits
discrimination based
color, sex, sexual ori
gender identity, religi
origin, mental disability
disability, and familie
(presence of childre
home).

The Federal Civil Righ
1866 prohibits discrim
housing because of
color. The Civil Right
1968, Title VIII, and
Housing Amendment
1989 prohibit discrimi
housing because of ra
sex, religion, nationa
disability, and familia

Violations can be repor
Iowa Civil Rights Com
(https://icrc.iowa.gov
U.S. Department of H

received
9-26-24 950

Item No. F.-1-C.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 1, 2024

Police

Department

Lt. Mickey Hucks

Prepared By

Department Head

City Administrator Approval

AGENDA TITLE: Consider accepting the 2024 Justice Assistance Grant (JAG) from the Bureau of Justice Assistance in the amount of \$23,790.00

☐

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

☐

—The Board of Public Safety for each Police Agency must sign and submit to this Staff Summary. If the Board of Public Safety is not satisfied, the Board will not be advised on this agenda.

RECOMMENDATION: To approve the submission of the grant over the Internet and authorize the Mayor, City Administrator, and Chief of Police to sign any related documents as may be required.

DISCUSSION: The 2024 Justice Assistance Grant (JAG) does not require a local match. Federal requirements state the funds can only be used to supplement the Department's budget, not supplant it.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No

The amount of funds we receive from the JAG Grant is based on the number of violent crimes we report to the Federal government. As in previous years, the Wapello County Sheriff's Department is considered a disparate agency within the JAG Program. They are considered a disparate agency because they do not qualify for a direct award; yet the county is responsible for providing criminal justice services such as incarceration for the municipality.

Because the Sheriff's Department is considered a disparate agency, the Bureau of Justice Assistance requires that we discuss with the Sheriff the sharing of our JAG Grant funds. After reviewing the grant with Sheriff Phillips, it was agreed that the County would receive 15% of the grant funds (\$3,569.00), the Police Department would receive 85% (\$20,221.00), and the Police Department would administer the grant.

The Department's proposed use of the funds is for the purchase of the following:

10 - Cases of Force on Force non-lethal training ammunition	(City)	\$ 5,221.00
50 - Cases of Ammunition (9mm, .40, .556/223)	(City)	\$15,000.00

The Wapello County Sheriff's Office proposed use of funds is for the purchase of:

1 - Camera, Mount, antenna and misc. equipment	(County)	\$3,569.00
--	----------	------------

Total expenditures: \$23,790.00

received
9-26-24 230.

Item No. F.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 1, 2024

Engineering
Department

Phillip Burgmeier

Prepared By

Phillip Burgmeier
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #220-2024. Approving the Plans, Specifications, Form of Contract and Estimated Cost, Awarding the Contract and Approving the Contract, Bonds and Certificate of Insurance for the Street Patch Repair Program – 2024.

☒ **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 #220-2024.

DISCUSSION: This project is a unit price contract for PCC panel and curb replacement on selected streets. Work will consist of full depth saw cutting, pavement removal and placement of PCC patches. Targeted areas will address panel failures and faulting /settlement issues.

Bids were received and opened by the City of Ottumwa on September 18, 2024 at 2:00 p.m. Four (4) bids were received. The lowest responsible bidder is TK Concrete, Inc. of Pella, Iowa in the amount of \$102,475.00.

Attached are the required bonds, certificate of insurance, and signed contract with TK Concrete, Inc. of Pella, Iowa and they are now on file with the City Clerk.

The Plan Holders List and Bid Tab are attached.

Estimate: \$ 175,000.00

Total budget for contracted street maintenance - \$750,000.00

Source of Funds: Road Use 110-2-210-6417 Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #220-2024

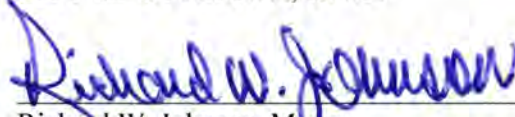
A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST, AWARDING THE CONTRACT, AND APPROVING THE CONTRACT,
BONDS AND CERTIFICATE OF INSURANCE FOR THE
2024 STREET PATCH REPAIR PROGRAM

- 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 no objections were received; and
- WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,
- WHEREAS, Bids were received, proper and mathematically correct; and
- WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to TK Concrete, Inc. of Pella, Iowa in the amount of \$102,475.00, based on total unit price and estimated quantities; and,
- WHEREAS, All proper bonds and certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted. The award of contract for the above referenced project is made to the lowest responsible bidder, TK Concrete, Inc. of Pella, Iowa in the amount of \$102,475.00. The contract, bonds and certificate of insurance are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 1st day of October, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

PLAN HOLDERS LIST

Street Patch Repair Program - 2024
Ottumwa, Iowa 52501

Engineer's Estimate: \$175,000.00

Plan Deposit: \$40.00 (\$40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	DC Concrete & Construction 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	641-919-0636	Emailed 9/4/2024			
2	Cremer Concrete 606 Goode Street Bloomfield, IA 52537 cremerconcrete@hotmail.com	641-777-5925	Emailed 9/4/2024			
3	TK Concrete, Inc. 1608 Fifield Rd Pella, IA 50219 tvm@vermeergroup.com , kirk@vermeergroup.com	641-628-4590	Emailed 9/4/2024			
4	Drish Construction 1701 S Main St Fairfield IA 52556 drish.brandon@gmail.com	641-472-9506	Emailed 9/4/2024			
5	McClure & Co. Concrete 12040 Rose Avenue Floris, IA 52560 mcclure4m@gmail.com	641-208-5000	Emailed 9/4/2024			
6	Cedar Falls Construction Co Inc PO Box 368 Cedar Fall, IA 50613 luke@cedarfallsconstruction.com	319-235-6746	City Website 9/13/2024			
7						
8						
9						
10						
11						
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	Notice of Project 9/4/2024			
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	Notice of Project, P&S 9/4/2024			

9/17/24

**SECTION 00010
NOTICE OF PUBLIC
HEARING**

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as Street Patch Repair Program - 2024, Ottumwa, Iowa" at 5:30 oclock p.m. on October 1, 2024, at the 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:

This project will be for PCC panel replacement on selected streets. This project also includes curb and gutter repairs on East Main Street.

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

CITY OF OTTUMWA, IOWA

By:

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **October 1, 2024**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **TK Concrete, Inc. of Pella, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **Street Patch Repair Program – 2024, Ottumwa, Iowa**, prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **April, 2025** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$102,475.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

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 Iowa statutes must be provided.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By

Richard A. Johnson

Title Mayor

ATTEST:

Christine Runhard

Title City Clerk

TK Concrete, Inc
Contractor

By

Tyler M

Title President

Address 1608 N Field Rd

City, State, Zip Pella, IA 50219



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2024

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 FAX (A/C, No): 515-453-9357 E-MAIL ADDRESS: nick.ford@assuredpartners.com
INSURED TK Concrete Inc 1608 Fifield Road Pella IA 50219	INSURER(S) AFFORDING COVERAGE INSURER A: Middlesex Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 1001000272 TKCONCR-01	NAIC # 23434

COVERAGES**CERTIFICATE NUMBER:** 1058961210**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			A0177539	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A0177539	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A0177539	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	A0177539	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2024 Street Patch Repair Program

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa
105 East Third Street
Ottumwa IA 52501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 00510

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

Bond Number

7471310

TK Concrete Inc., 1608 Fifield Rd, Pella, IA 50219

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

Old Republic Surety Company, 18500 W Corporate Drive, Suite 170, Brookfield, WI 53045

SURETY (Legal Name and Business Address)

CONTRACT NO.

CONTRACT DATE

One Hundred Two Thousand Four Hundred Seventy Five and 00/100

10/1/2024

PENAL SUM OF BOND (Expressed in words and numerals)

KNOW ALL BY THESE PRESENTS:

That we, TK Concrete Inc., as Principal
(hereinafter the "CONTRACTOR" or "PRINCIPAL" and
Old Republic Surety Company, as SURETY are held and firmly bound unto *the*
City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of
One Hundred Two Thousand Four Hundred Seventy Five and 00/100
dollars (\$ 102,475.00), lawful money of the United States, for the payment of which sum, well
and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract
with the OWNER, bearing date the 1st day of October, 2024, wherein said
CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: Street Patch Repair Program - 2024, Ottumwa, IowaProject Location: City of Ottumwa, Iowa

The Work generally consists of:

**This project will be for PCC panel replacement on selected streets. This project also includes
curb and gutter repairs on East Main Street.**

which said contract and associated contract documents, including any present or future amendment
thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

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

SECTION 00510

(CONT PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

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

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

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

Project No. _____
(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this 1st day of October, 2024.

Surety Countersigned By:

PRINCIPAL:

N/A
Signature of Agent

TK Concrete Inc.
Contractor

Printed Name of Agent

By:

[Signature]
Signature
President
Title

Company Name

SURETY:

Company Address

Old Republic Surety Company
Surety Company

City, State, Zip Code

By:

[Signature]
Signature Attorney-in-Fact Officer

Company Telephone Number

Kamri Wolfe
Printed Name of Attorney-in-Fact Officer

ZipBonds, LLC
Company Name

3737 Woodland Ave., Suite 505
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS
7735 Old Georgetown Road, Suite 900
Bethesda, MD 20814
Tel: 240.200.1270
Fax: 240.200.1295
www.nasbp.org

NASBP White Paper: Resident Agent Countersignature Laws Have Been Eradicated and Violate the Law in Every U.S. State

The purpose of this short white paper is to inform the reader that resident agent countersignature laws have been eradicated throughout the United States and its territories (with the exception of Guam, where it has not been challenged). Any bid, performance, or payment bond that requires a resident agent countersignature or a resident agent signature violates the law, as such requirements have been held unconstitutional by federal courts throughout the United States or have been repealed by state legislatures, because such requirements impermissibly favor licensed resident agents over licensed non-resident agents. It is not the countersignature requirement that is problematic; it is the *resident agent* countersignature requirement that violates the law.

The National Association of Surety Bond Producers (NASBP) is aware that officials in some state and local agencies are not informed about the illegality of resident agent countersignature mandates. These officials will improperly reject a bid based on lack of a required resident agent countersignature or improperly refuse to accept performance and payment bonds based on lack of a required resident agent countersignature. NASBP receives dozens of member requests each year to send comment letters to public agencies that have included the unlawful resident agent countersignature requirement in their surety bonds.

Countersignature laws date back to the early twentieth century when states passed the laws as a consumer protection measure. The regulations requiring non-resident agents to receive sign-off by a local resident agent were originally intended to ensure compliance with local insurance laws. Those regulations also meant that out-of-state agents had to pay local agents for their signatures. By the 1990s, technology made the countersignature laws an anachronism of regulation. The movement to repeal countersignature laws began in the 1990s and ended in 2008 when the Ninth Circuit struck down Nevada's countersignature law. This movement was spearheaded by The Council of Insurance Agents & Brokers.

One of the most well-known and widely quoted cases on this matter is *Council of Insurance Agents and Brokers v. Tom Gallagher*, 287 F. Supp. 2d 1302 (N.D. Fla. 2003), in which the U.S. District Court for the Northern District of Florida struck down a Florida statute that impermissibly favored resident agents. The district court determined that there was no rational basis for a distinction between Florida licensed resident agents and Florida licensed non-resident agents and declared unconstitutional the Florida statute at issue that discriminated against Florida-licensed non-resident agents.

Agency officials may want to have the agency's bond forms reviewed to ensure that its bonds do not contain an illegal resident agent signature or countersignature requirement. The bonds should contain a licensed (resident OR non-resident) agent requirement.

October 2018

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute an appoint: Zachary Mefferd, Zachary Matter, Havilah Watson, Jimmy L. Brown, Shannon L. Cox, Tina Bockholt, Kamri Wolfe of West Des Moines, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25th day of July, 2024.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25th day of July, 2024, personally came before me, Alan Pavlic, and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

My Commission Expires: September 28, 2026

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

40-0605



Signed and sealed at the City of Brookfield, WI this 1st day of October 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-08)

Zip Bonds, LLC.



Item No. F.-3.

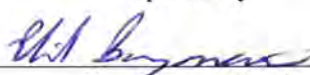
CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 1, 2024

Engineering
Department

Phillip Burgmeier
Prepared By


Department Head


City Administrator Approval

AGENDA TITLE: Resolution #221-2024. Approving the Plans, Specifications, Form of Contract and Estimated Cost, Awarding the Contract and Approving the Contract, Bonds and Certificate of Insurance for the Street Crack Repair Program – 2024.

☒ **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 #221-2024.

DISCUSSION: This project is one of our annual preventative maintenance programs and consists of sealing street cracks throughout the City of Ottumwa.

The work to be completed is located at:

Projected Streets:

HMA:

N. Court St. (Golf St. to end of new)
Van Buren/Benson/Iowa (Penn. Ave to Lincoln)
Locust St. (Van Buren to Walnut St.)
Ash St. (Fourth St. to Second St.)
Plum St. (Cooper St. to Ash St.)
Cooper St. (Plum St. to Second St.)
Caldwell St. (Second St. to City Limits)
Wildwood Ave. (Albia Rd. to PCC)
Chester Ave. (Wildwood Ave. to Skyline Ave.)
Bluegrass Rd. (Shaul Ave. to City Limits)
S. Adams (E. Second St. to E. Main St.)
Fourth St. (Walgreens to Market St.)

Source of Funds: Road Use 110-7-751

Budgeted Item: Yes

Budget Amendment Needed: No

Hackworth (Richmond to end)
Quincy Ave. (Highway to Albia Rd.)
Chester Ave. (Ferry St. to Osceola St.)
Hamilton St. (Osceola to End)

PCC:

S. Ferry (Baldwin to W. Mary St.)
Church St. (Moore St. to Five Corners)
Clinton St. (Sheridan St. To Madison Ave.)
Bridgeview Parking Lot
S. Davis St. (Williams to Mary)

Bids were received and opened by the City of Ottumwa on September 18, 2024 at 2:00 p.m. Two (2) bids were received. The lowest responsible bidder is TK Concrete, Inc. of Pella, Iowa in the amount of \$63,720.00.

Attached are the required bonds, certificate of insurance, and signed contract with TK Concrete, Inc. of Pella, Iowa and they are now on file with the City Clerk.

The Plan Holders List and Bid Tab are attached.

2024 ESRP: \$75,000.00

RESOLUTION #221-2024

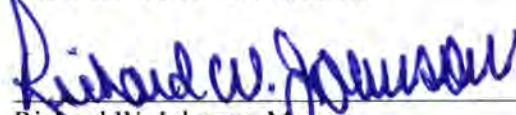
A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST, AWARDING THE CONTRACT, AND APPROVING THE CONTRACT,
BONDS AND CERTIFICATE OF INSURANCE FOR THE
2024 STREET CRACK REPAIR PROGRAM

- 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 no objections were received; and
- WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,
- WHEREAS, Bids were received, proper and mathematically correct; and
- WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to TK Concrete, Inc. of Pella, Iowa in the amount of \$63,720.00, based on total unit price and estimated quantities; and,
- WHEREAS, All proper bonds and certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted. The award of contract for the above referenced project is made to the lowest responsible bidder TK Concrete, Inc. of Pella, Iowa, Iowa in the amount of \$63,720.00. The contract, bonds and certificate of insurance are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 1st day of October, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

PLAN HOLDERS LIST

Street Crack Repair Program 2024
Ottumwa, Iowa 52501

Engineer's Estimate

\$75,000.00

Plan Deposit: \$40.00 (\$40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	Kluesner Construction 1007 1st Ave NW Farley IA 52046 jmcdermott@kluesnerconstruction.com	319-480-1864	Emailed 9/4/2024			
2	Parking Lot Specialties LLC 3040 Gateway Dr Carlisle, IA 50047	515-262-1155	City Website 9/6/2024			
3	Cedar Falls Construction Co Inc PO Box 368 Cedar Falls, IA 50613 luke@cedarfallsconstruction.com	319-235-6746	City Website 9/13/2024			
4						
5						
6						
7						
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	e-mailed 9/4/2024			
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	e-mailed 9/4/2024			

7/17/24

**SECTION 00010
NOTICE OF PUBLIC
HEARING**

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as HMA, PCC Street Crack Repair Program 2024 - Ottumwa, Iowa, Ottumwa, Iowa" at 5:30 o'clock p.m. on October 1, 2024, at the 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:

HMA, PCC Street Crack Repair Program 2024 Ottumwa, Iowa.

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

CITY OF OTTUMWA, IOWA

By:

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **October 1, 2024**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **TK Concrete, Inc. of Pella, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"HMA, PCC Street Crack Repair Program 2024 - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by November 30, 2024 and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$63,720.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

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 Iowa statutes must be provided.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By

Richard W. Johnson

Title

Mayor

ATTEST:

Christine Reinhard

Title

City Clerk

Contractor

By

Tyler M. M...

Title

President

Address

11408 Field Rd PO Box 111

City, State, Zip

Pella, IA 50219



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2024

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

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

PRODUCER
AssuredPartners Great Plains, LLC
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

License#: 1001000272

TKCONCR-01

INSURED
TK Concrete Inc
1608 Fifield Road
Pella IA 50219

CONTACT NAME: Nick Ford
PHONE (A/C, No, Ext): 515-453-9357 **FAX (A/C, No):** 515-453-9357
E-MAIL ADDRESS: nick.ford@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 41727530**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			A0177539	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			A0177539	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A0177539	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	A0177539	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: HMA, PCC Street Crack Repair Program 2024

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa
105 East Third Street
Ottumwa IA 52501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 00510

PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND

Bond Number

7471300

TK Concrete Inc., 1608 Fifield Rd, Pella, IA 50219

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

Old Republic Surety Company, 18500 W Corporate Drive, Suite 170, Brookfield, WI 53045

SURETY (Legal Name and Business Address)

CONTRACT NO.

CONTRACT DATE

Sixty Three Thousand Seven Hundred Twenty and 00/100

PENAL SUM OF BOND (Expressed in words and numerals)

10/1/2024

KNOW ALL BY THESE PRESENTS:

That we, TK Concrete Inc., as Principal
(hereinafter the "CONTRACTOR" or "PRINCIPAL" and

Old Republic Surety Company, as SURETY are held and firmly bound unto *the*
City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of

Sixty Three Thousand Seven Hundred Twenty and 00/100
dollars (\$ 63,720.00), lawful money of the United States, for the payment of which sum, well
and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract
with the OWNER, bearing date the 1st day of October, 2024, wherein said CONTRACTOR
undertakes and agrees to construct the following described improvements:

Project Name: HMA, PCC Street Crack Repair Program 2024- Ottumwa, Iowa.

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

HMA, PCC Street Crack Repair Program 2024 – Ottumwa, Iowa.

which said contract and associated contract documents, including any present or future amendment
thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

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

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

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

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

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

Project No. _____
(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this 1st day of October, 2024.

Surety Countersigned By:

N/A

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

TK Concrete Inc.

Contractor

By:



Signature

President

Title

SURETY:

Old Republic Surety Company

Surety Company

By:



Signature Attorney-in-Fact Officer

Kamri Wolfe

Printed Name of Attorney-in-Fact Officer

ZipBonds, LLC

Company Name

3737 Woodland Ave., Suite 505

Company Address

West Des Moines, Iowa 50266

City, State, Zip Code

888-435-4191

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS
7735 Old Georgetown Road, Suite 900
Bethesda, MD 20814
Tel: 240.200.1270
Fax: 240.200.1295
www.nasbp.org

NASBP White Paper: Resident Agent Countersignature Laws Have Been Eradicated and Violate the Law in Every U.S. State

The purpose of this short white paper is to inform the reader that resident agent countersignature laws have been eradicated throughout the United States and its territories (with the exception of Guam, where it has not been challenged). Any bid, performance, or payment bond that requires a resident agent countersignature or a resident agent signature violates the law, as such requirements have been held unconstitutional by federal courts throughout the United States or have been repealed by state legislatures, because such requirements impermissibly favor licensed resident agents over licensed non-resident agents. It is not the countersignature requirement that is problematic; it is the *resident agent* countersignature requirement that violates the law.

The National Association of Surety Bond Producers (NASBP) is aware that officials in some state and local agencies are not informed about the illegality of resident agent countersignature mandates. These officials will improperly reject a bid based on lack of a required resident agent countersignature or improperly refuse to accept performance and payment bonds based on lack of a required resident agent countersignature. NASBP receives dozens of member requests each year to send comment letters to public agencies that have included the unlawful resident agent countersignature requirement in their surety bonds.

Countersignature laws date back to the early twentieth century when states passed the laws as a consumer protection measure. The regulations requiring non-resident agents to receive sign-off by a local resident agent were originally intended to ensure compliance with local insurance laws. Those regulations also meant that out-of-state agents had to pay local agents for their signatures. By the 1990s, technology made the countersignature laws an anachronism of regulation. The movement to repeal countersignature laws began in the 1990s and ended in 2008 when the Ninth Circuit struck down Nevada's countersignature law. This movement was spearheaded by The Council of Insurance Agents & Brokers.

One of the most well-known and widely quoted cases on this matter is *Council of Insurance Agents and Brokers v. Tom Gallagher*, 287 F. Supp. 2d 1302 (N.D. Fla. 2003), in which the U.S. District Court for the Northern District of Florida struck down a Florida statute that impermissibly favored resident agents. The district court determined that there was no rational basis for a distinction between Florida licensed resident agents and Florida licensed non-resident agents and declared unconstitutional the Florida statute at issue that discriminated against Florida-licensed non-resident agents.

Agency officials may want to have the agency's bond forms reviewed to ensure that its bonds do not contain an illegal resident agent signature or countersignature requirement. The bonds should contain a licensed (resident OR non-resident) agent requirement.

October 2018



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Zachary Mefferd, Zachary Matter, Havilah Watson, Jimmy L. Brown, Shannon L. Cox, Tina Bockholt, Kamri Wolfe of West Des Moines, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25th day of July, 2024

OLD REPUBLIC SURETY COMPANY

Karen J. Hafner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25th day of July, 2024, personally came before me, Alan Pavlic and Karen J. Hafner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0605



Signed and sealed at the City of Brookfield, WI this 1st day of October, 2024

Karen J. Hafner
Assistant Secretary

ORSC 22262 (3-05)

Zip Bonds, LLC.

received
9/24/24 11AM

payable

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 1, 2024

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head


City Administrator Approval

AGENDA TITLE: Presentation of FY 26 Budget Calendar

☐

Public hearing required if this box is checked.

☐

The Prior or Posterior, Inc. Public Hearing must be attached to the Staff Summary. If the Prior or Posterior is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Review and comment on FY 26 Budget Calendar

DISCUSSION: Staff will present the attached budget calendar for FY 26 for review and comments from the Council.

The calendar sets the timeline for staff to make budget requests, to be reviewed by administration, to reviewed by the city council, and for adjustments to be made prior to approval. Included in the calendar is several workshops, including November 12, 2024 when staff will ask council to help set priorities and goals for the operational budget. The final processes for the five year capital improvement plan is part of the calendar as well.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No



[CITY OF]
OTTUMWA

FY 2026 Budget Calendar

October 31, 2024 November 2024	Final CIP entries due. Finance Director completes final reviews and makes necessary adjustments and consults with City Administrator.
November 14, 2024	Preliminary CIP draft presented to staff for review, questions, and revisions.
November 15, 2024	Final draft prepared for submittal to City Council
November 19, 2024	Draft CIP presented to City Council, public hearing set for December 3 rd .
December 3, 2024	City Council holds public hearing and considers resolution approving and adopting the FY 26-30 Capital Improvement Plan.
November 1, 2024 November 1, 2024 November 1, 2024 November 12, 2024 November 1-December 31	Rollback released by Dept. of Revenue Access to MyView Point open. Departments submit staffing change requests Council work session on budget goals for FY 26 Departments enter budget requests into MyView Point
December 1, 2024	Wage, salary, benefit numbers from HR to Finance Department for entry.
January 6-17, 2025	Departments meet with Finance Director and City Administrator to review requests
January 21, 2025	Draft budget distributed for review
January 28, 2025	Council work session to review draft budget
February 11, 2025	Council work session to review draft budget
February 25, 2025	Council work session to review draft Budget (if necessary)
March 4, 2025	Set public hearing for April 1st on proposed levy rate
March 12-22 2025	Publish Levy Rate Hearing Notice
March 5, 2025	Proposed tax levy rate submitted to DOM
April 1, 2025	Hold public hearing on proposed tax levy and set public hearing for April 15 th on proposed FY 26 budget
April 15, 2025	Hold public hearing on proposed FY 26 budget; adopt FY 26 budget
April 30, 2025	Last Day to submit FY 26 budget to DOM & County Auditor

Cole S. O'Donnell, Finance Director
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0622 Fax 641-683-0613
odonnellc@ottumwa.us

received
9-10-2024 3:45p

Item No. I.-1.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 1, 2024

Finance

Department

O'Donnell

Prepared By

O'Donnell

Department Head

City Administrator Approval

AGENDA TITLE: A RESOLUTION ADOPTING FAIR SHARE OBJECTIVES

☐

Public hearing required if this box is checked.

☐

You must fill this section for each Public Hearing used for 4800 and for 1100
11000 Summary. If the Public Hearing is not attached, this box will not
be present on the agenda.

RECOMMENDATION: Pass and adopt Resolution No. 206-2024 of the IDNR FSO.

DISCUSSION: The City has received an EPA grant for Phase 8 Division 2 of the sewer separation program. Recipients of EPA grants are required to negotiate Minority Business Enterprise and Women's Business Enterprise (MBE/WBE) Fair Share Objectives (FSO). FSOs are based on the analysis of the capacity and availability of qualified and certified MBE/WBEs in a relevant geographic area. The FSOs are a guideline and recipients are not penalized for not reaching their goals. Since the analysis for the FSO can be time consuming and have a cost, the EPA allows local governments to adopt the FSO of a state agency. The resolution adopts the FSOs of the IDR for the geographic region of the State of Iowa. Copy attached.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No

RESOLUTION NO. 206-2024

A RESOLUTION ADOPTING FAIR SHARE OBJECTIVES

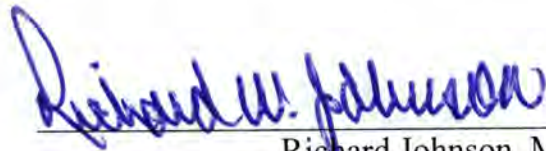
WHEREAS, the City of Ottumwa, Iowa is a recipient of a grant from the US EPA; and

WHEREAS, a requirement of the grant is to negotiate Minority Business Enterprise and Women's Business Enterprise (MBE/WBE) Fair Share Objectives (FSO); and

WHEREAS, a local entity may adopt the FSO of a State agency by reference.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA hereby adopts the Fair Share Objectives as negotiated by the Iowa Department of Natural Resources with the US EPA.

PASSED, APPROVED, AND ADOPTED this 1st day of October 2024.


Richard Johnson, Mayor


Attest: 
Chris Reinhard, City Clerk



April 16, 2024

Amy Mize
Disadvantaged Business Program Coordinator
U.S. Environmental Protection Agency, Region 7
11201 Renner Blvd Lenexa, KS 66219

Dear Ms. Mize:

The purpose of this letter is to submit Iowa Department of Natural Resources' (IDNR) proposed Fair Share Objectives (FSOs) in accordance with 40 CFR Part 33.405 for utilization of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).

The IDNR has determined the following Fair Share Objectives for MBEs and WBEs and combined the four procurement categories of Construction, Equipment, Supplies, and Services into one weighted objective for MBEs and one weighted objective for WBEs:

WBE Fair share objective - 17.76% (9,377 / 52,804)

MBE Fair Share objective - 4.54 % (2,395 / 52,804)

The Fair Share Objectives are based on an analysis of the capacity and availability of qualified and certified MBEs and WBEs using IDNR's relevant geographic area - the State of Iowa.

The Iowa DNR has reviewed data collected from pertinent links noted below and the attachments "CBP2017.CB1700CBP-2024-02-09T200900" and "QuickFacts Feb-09-2024 Iowa".

https://www.census.gov/programs-surveys/cbp/data/tables.2017.List_1592946817.html#list-tab-List_1592946817

<https://www.census.gov/quickfacts/>

The Iowa DNR used this data to formulate our FSOs, which were calculated using the Women-owned employer firms, Reference year 2017 and Minority-owned employer firms, Reference year 2017 (both from the QuickFacts sheet) divided by the overall establishments figure. The overall establishment figure was calculated by DNR after reviewing census bureau data on attachment CBP2017.CB1700CBP-2024-02-09T200900 and determining that MBE/WBE businesses are only qualified for IDNR related work if they employ workers and operate in a sector utilized by IDNR. Therefore, some businesses were filtered out in certain sectors such as Arts and Entertainment. Sectors utilized by the Iowa DNR are noted below with the corresponding 2017 NAICS code.

- Equipment - Agriculture, Forestry, Fishing & Hunting 11; Industries not classified 99
- Construction – Construction 23

- Supplies - Retail Trade 44-45
- Services - Real Estate and Rental & Leasing 53; Professional; Scientific & Technical Services 54; Administrative & Support & Waste Management 56; Educational Services 61; Health Care & Social Assistance 62; Other Services 81

If you have any questions, please contact Jen Kopp, Financial Program Manager at jen.kopp@dnr.iowa.gov or by phone (515) 204-5902.

Sincerely,



Digitally signed by
Jennifer Nelson
Date: 2024.04.16 12:12:25
-05'00'

Jennifer Nelson
Chief Financial Officer

received
9.24.24 11AM

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 1, 2024

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #212-2024 - Approve changes to Compensation Handbook

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

RECOMMENDATION: Pass and adopt resolution #212-2024

DISCUSSION:

Changes are as follows:

- 1) Updated job title from "Library Manager" to "Assistant Library Director" on page 12 and 16.
- 2) Updated job title from "Reference Librarian" to "Adult Services Librarian" on page 12 and 16.
- 3) Updated job title from Engineering Aide to Engineering Technician I on page 13
- 4) Updated job title from Engineering Assistant to Engineering Technician II on page 13
- 5) Updated job title from Design Tech to Engineering Technician III on page 13
- 6) Added Assistant City Engineer on page 13.
 - a) Caused the City Engineer to be renumbered to # 6 in the series.
- 7) Added Assistant City Engineer to Classification Framework, grade 9, page 15.

RESOLUTION NO. 212-2024

RESOLUTION TO APPROVE UPDATED COMPENSATION HANDBOOK

WHEREAS, the City of Ottumwa, Iowa had approved a Compensation Handbook on July 18, 2023, which incorporated a classification framework and wage structure as part of the document, and;

WHEREAS, staff for the City of Ottumwa updated the job titles for Assistant Library Director, Adult Services Librarian, Engineering Technician I, II, III, and;

WHEREAS, staff for the City of Ottumwa added the position of Assistant City Engineer as a grade 9, and;

WHEREAS, staff for the City of Ottumwa renumbered City Engineer to #6 for the series level, and;

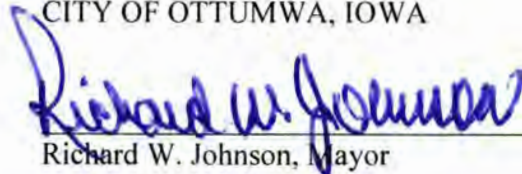
WHEREAS, staff has reviewed the current classification and wage structure and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ottumwa, Iowa that the current Compensation Handbook approved on July 18, 2023 and any supplements thereafter are hereby repealed and that the attached Compensation Handbook is hereby adopted and in place with an effective date of October 1st, 2024.

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

PASSED, ADOPTED and APPROVED this 1st day of October, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

Date: 08/09/2024

From: Barb Codjoe, Director of HR

To: City Administrator, Phil Rath

RE: Pay grade for City Engineer

As part of reviewing and updating the job descriptions for all staff, it was requested by the Department Head to review the salary for the City Engineer and Assistant City Engineer.

Current Salary

The current salary for the City Engineer position is assigned to a grade 12. This is a salary range of \$97,410.89 - \$126,625.57.

- Step 1 in our chart is the 50th percentile and step 7 is the 75th percentile.

The current salary for the Assistant City Engineer position is not currently assigned to a grade. At the time of our study, we did not have this position.

Comparable City Data

City Engineer

2024				
City	Title	Minimum	Maximum	Cost of living Index
Burlington	City Engineer	\$80,351.00	\$104,456.00	68.70%
Mason City	City Engineer	\$105,976.00	\$136,240.00	70.00%
Fort Dodge	City Engineer	\$94,211.01	\$120,157.74	70.10%
Sioux City	City Engineer	\$113,177.79	\$161,784.06	74.80%
Muscatine	City Engineer	\$99,236.80	\$138,944.00	75.10%
Marion	City Engineer	\$101,421.01	\$149,148.12	84.60%
Iowa City	City Engineer	\$100,424.80	\$157,687.90	87.20%
Bettendorf	Civil Engineer	\$74,863.49	\$109,000.78	88.50%
West Des Moines	City Engineer	\$124,810.00	\$199,073.00	88.90%
Ankeny	City Engineer	\$119,904.00	\$160,911.00	92.20%
Grimes	City Engineer	\$112,522.35	\$152,625.40	94.00%
Waukee	AD of PW - Engineering	\$100,288.01	\$131,971.84	95.80%

Assistant City Engineer - We only received three cities with Assistant City Engineer salaries.

2024				
City	Title	Minimum	Maximum	Cost of living Index
Mason City	Assistant City Engineer	\$79,456.00	\$102,148.80	70.00%
Iowa City	Assistant City Engineer	\$85,685.07	\$132,135.50	87.20%
Coralville	Assistant City Engineer	\$94,645.00	\$130,496.00	90.60%

Other Comparable Data

In the 2023 National Compensation Survey published by Gallagher, there was not a direct match. The following are the closest matches.

Mechanical Engineer - Prepares and directs the mechanical design of products in accordance with design proposals using alternative approaches with some originality and moderate technical risk. Designs and analyzes machine assemblies, provides technical assistance in resolving critical equipment problems in the manufacturing process, prepares mechanical engineering specifications, and works with outside vendors to obtain necessary materials for product design.

- Government / Non-Profit / Education
 - 50th percentile - \$97,224
 - 75th percentile - \$100,160
- Midwest Region
 - 50th percentile - \$94,397
 - 75th percentile - \$105,479

Drafter / Designer (CAD) - Follow established drafting standards and principles to prepare layouts and drawings (for example of machinery, equipment, or structures) from engineering specifications. Use Computer Aided Design (CAD) and associated peripheral equipment and software or manual drafting techniques to perform scaling dimensioning, or line locating. Combine details from sketches, drawings, and blueprints to make required calculations. Detail, redraw, letter, and trace drawings on components, assemblies, and engineering change orders. Interpret data, instructions, and specifications (for example previous drawings, layouts, sketches, notes, and verbal instructions) to prepare accurate drawings.

- Government / Non-Profit / Education
 - 50th percentile - \$67,759
 - 75th percentile - \$76,419
- Midwest Region
 - 50th percentile - \$70,320
 - 75th percentile - \$83,764

Production Supervisor - Reviews production orders and ensures that production schedules are met. Organizes and assigns work, and supervises and assists employees in daily work performance. Anticipates production and personnel problems and resolves problems to minimize their effect on production. Maintains good housekeeping and enforces safe work practices.

- Midwest Region
 - 50th percentile - \$73,008
 - 75th percentile - \$86,317

The Bureau of Labor Statistics identifies the median wage across the US for Civil Engineers as \$95,890 per year in 2023. Local government median wage was \$103,920.

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OCCUPATIONAL OUTLOOK HANDBOOK

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The median annual wage for civil engineers was \$95,890 in May 2023. The median wage is the wage at which half the workers in an occupation earned more than that amount and half earned less. The lowest 10 percent earned less than \$63,220, and the highest 10 percent earned more than \$150,640.

In May 2023, the median annual wages for civil engineers in the top industries in which they worked were as follows:

Federal government, excluding postal service	\$108,680
Local government, excluding education and hospitals	103,920
Engineering services	96,110
State government, excluding education and hospitals	93,390
Nonresidential building construction	78,890

Most civil engineers work full time, and some work more than 40 hours per week. Engineers who direct projects sometimes work extra hours to ensure that designs meet requirements and that projects are on track to meet deadlines.

[← How to Become One](#)

Civil Engineers

Median annual wages, May 2023



Note: All Occupations includes all occupations in the U.S. Economy.
Source: U.S. Bureau of Labor Statistics, Occupational Employment and Wage Statistics

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Construction and Building Inspectors

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The median annual wage for construction and building inspectors was \$67,700 in May 2023. The median wage is the wage at which half the workers in an occupation earned more than that amount and half earned less. The lowest 10 percent earned less than \$43,740, and the highest 10 percent earned more than \$106,200.

In May 2023, the median annual wages for construction and building inspectors in the top industries in which they worked were as follows:

Engineering services	\$72,110
State government, excluding education and hospitals	67,180
Local government, excluding education and hospitals	66,430
Construction	65,790

Most inspectors work full time during regular business hours. However, some work additional hours during periods of heavy construction. Also, if an accident occurs at a construction site, inspectors must respond immediately and may work additional hours to complete their report. Some inspectors—especially those who are self-employed—work evenings and weekends. This is particularly true of home inspectors, who typically inspect homes during the day and write reports in the evening.

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Construction and Building Inspectors

Median annual wages, May 2023



Note: All Occupations includes all occupations in the U.S. Economy.
Source: U.S. Bureau of Labor Statistics, Occupational Employment and Wage Statistics

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Information from Salary.com –This shows a median salary of \$104,586 in Des Moines, Iowa.

City Engineer Salary in West Des Moines, Iowa

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How much does a City Engineer make in West Des Moines, IA? The average City Engineer salary in West Des Moines, IA is \$104,586 as of July 29, 2024, but the salary range typically falls between \$95,783 and \$114,624. Salary ranges can vary widely depending on many important factors, including education, certifications, additional skills, the number of years you have spent in your profession. With more online, real-time compensation data than any other website, Salary.com helps you determine your exact pay target.

[Develop a Job Description](#) [Pay Equity](#) [Salary Grading Scale](#) [Pay Strategy](#) [2024 Compensation Trend](#) [Compensation Consulting](#)

[Salary](#) [Salary + Bonus](#) [Benefits](#)

Based on HR-reported data: a national average with a geographic differential



You may get higher pay by adjusting the following factors:

[Location](#) [Years of Exp.](#) [Education](#) [Direct Reports](#) [Performance](#) [Other](#)

What should I pay?
Employers [Price a Job](#)

Check out City Engineer jobs in West Des Moines, Iowa →

- Sr. Transportation Engineer / Practice Area Lead Mason City, Iowa
WHKS & Co - , IA [Apply Now](#)
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ZipRecruiter

Assistant Engineer Salary in Iowa

[Yearly](#) [Monthly](#) [Weekly](#) [Hourly](#) [Table View](#)



Assistant Engineer Salary in Iowa Comparison by Location

Nationwide United States	\$88,754
Iowa United States	\$75,813

Recommendation

1) City Engineer salaries

	Minimum	Maximum	Average
Comparable Cities*	\$90,177	\$126,186	
Salary.com	\$95,783	\$114,624	
Average with GEO data	\$92,980	\$120,405	
BLS			\$95,890
BLS - Local Government			\$103,920
Gallagher Data - Midwest			\$94,397
Gallagher – Industry			\$97,224
Average of national data			\$97,857.75

**comparable cities are adjusted based on cost of living index*

Based on this data, I would recommend leaving the City Engineer salary at grade 12. It looks to be properly placed.

2) Assistant Engineer salaries

	Minimum	Maximum	Average
Comparable Cities*	\$76,136	\$106,394	
Zip Recruiter			\$75,813

**comparable cities are adjusted based on cost of living index*

Based on the data for the City Engineer and the comparable cities information, I would recommend the Assistant City Engineer position to be placed at a grade 9. This would currently be a salary range of \$73,176.23 - \$95,135.54. As an employee works to get their certification and experience in the field, they have the ability to move up the range and even go into the City Engineer role.

Financial Impact

We currently have an Assistant City Engineer budgeted for \$83,715.84 annually. We have it budgeted to have an Assistant OR a City Engineer, not both. We haven't had someone in either role since October 2023. 75% the funds for this role would come from the Road Use Tax Fund 110 and 25% would come from the General Fund 001.

PURPOSE OF THE COMPENSATION HANDBOOK

The City of Ottumwa Compensation Handbook serves as a reference document that outlines the organization's compensation philosophy and practices for employees. The purpose of a compensation handbook is to ensure that employees are aware of the compensation they can expect to receive for their work, and the City of Ottumwa is able to apply consistent and fair compensation practices. It provides detailed information about salary ranges, benefits, and any other compensation-related information that employees need to know.

By providing transparency and clarity around compensation, a compensation handbook helps to ensure employee satisfaction, retention, and engagement.

This handbook includes 2 distinct policies:

- Compensation Philosophy
- Classification & Compensation Administrative Guidelines

There are additional appendices and forms included:

- Appendix A – Classification Structure
- Appendix B - Classification Framework
- Appendix C - Salary Schedule
- Position Description Questionnaire
- Job Analysis Request

ELIGIBILITY

The City of Ottumwa Compensation Handbook applies to all employees. Salary information for elected officials and contracted employees are also included in Appendices. If any provision of the handbook conflicts with collective bargaining agreements, the terms of the collective bargaining agreements will prevail.

The City of Ottumwa's compensation philosophy outlines the City's approach to compensating its employees. It is not an employment contract. The City retains the right to amend this handbook at its sole discretion.

PURPOSE

The purpose of a compensation philosophy is to provide a clear and consistent framework for compensation decisions across the organization. It serves as a guiding principle for how the City values and rewards its employees, and how we position ourselves in the job market. It helps to attract and retain top talent, promote fairness and equity in compensation practices, and ensure that compensation decisions are transparent and consistent.

The City of Ottumwa's compensation philosophy provides a framework for communicating with employees about compensation decisions, and helps to ensure that compensation decisions are made based on objective criteria and internal equity considerations.

The City of Ottumwa is committed to being the employer of choice. Our valued employees are the key to delivering on our commitment to improve lives of the citizens through excellence of service. Our compensation philosophy, including salary and benefits, is a reflection of our values. The City will pursue sustainable compensation goals in accordance with its overall fiscal position while respecting the goals of the philosophy. The City's compensation philosophy is designed to meet the following key objectives:

- **Externally Competitive Salary and Benefits.** The City will strive for salary midpoint to be at the 75th percentile of comparisons to identified benchmark jobs across comparable cities and regional industry employers. We will provide affordable and comprehensive benefit options that best fit employee needs and promote consumerism.
- **Equitable.** The City will strive to provide a framework of consistent compensation practices that are fair, equitable and free of discrimination. The City will work to continually improve this process by conducting periodic performance evaluations and updating position descriptions. We will regularly assess our market to ensure that our salary rates remain competitive.
- **Excellence.** The City employs high quality employees and we value continuous improvement as part of our commitment to excellence. Our compensation practices are intended to attract and retain employees who exemplify our values and delivery on our mission and vision. Qualified employees who work to advance their skills and knowledge as they contribute to the achievement of organizational objectives will also be paid competitively. External hires will be paid competitively in order to attract new talent within the designated ranges.
- **Emphasis on Service.** Individual employee goals may be developed to support overall performance and strategic priorities and exemplary service to the residents and property owners. We support and promote continual learning and employee growth by providing personal and professional development in order to produce high-quality, relevant programs and services. This is essential to efficient delivery of services as well as our growth and sustainability as a City.

- **Easy to Communicate.** Because the City is confident of the equity, validity, and reliability of the compensation system and practices, we maintain open communication with employees regarding their individual compensation. The compensation system is easily implemented, communicated and is simplistic in its design. Each employee will know how their compensation is determined. The City will develop a communication plan for our compensation program that supports our status as an employer of choice.

The City, as stewards over entrusted public funds, must be fiscally responsible as we administer compensation and benefits to employees. It is important to us that our compensation practices are sustainable well into the future. The City will seek opportunities, where appropriate, to invest in employees through compensation and benefits that are sustainable by connecting broad City performance measures that increase revenue with ongoing strategic investments in the people who work here.

Comparator/Peer Organizations

Factors considered in selecting comparator/peer organizations for market compensation comparison may include employer size and complexity, services rendered, aspirational organizations, from whom the City gains talent or to whom the City loses talent, population, proximity, and budget. While the selected comparator organizations are subject to change based on market or other conditions, the goal is to maintain consistency for as long as viable. As of 2022, the City's comparator organizations are as follows:

- | | |
|----------------------|--------------------|
| • Clinton, Iowa | • Burlington, Iowa |
| • Dubuque, Iowa | • Muscatine, Iowa |
| • Fort Dodge, Iowa | • Bettendorf, Iowa |
| • Marshalltown, Iowa | • Altoona, Iowa |
| • Oskaloosa, Iowa | • Mason City, Iowa |

Additionally, the City will utilize reliable published survey sources to obtain additional public sector and private sector data especially related to cross industry jobs where competition warrants such comparisons.

Pay Structure and Progression

The City will develop its pay structure using the 75th percentile of the market for actual salaries anchored at the midpoint. Open pay ranges will be utilized and progression through the pay ranges will be based on tenure and as prescribed by the City's Salary Administration Guidelines.

A classification system is a method of describing and naming work performed in an organization. It provides a structure or framework for understanding how jobs relate to one another and the business reasons for those jobs. A classification system results in a sensible hierarchy of related jobs and groups similar positions together under the same classification title. A classification system is not intended to be used to reward individual employees.

Total Compensation

Every employee will have access to their total compensation package provided by the City of Ottumwa through the human capital system (currently UKG). This statement will include the dollar value of base pay, benefits and other variable/discretionary pay.

PURPOSE

The purpose of administrative guidelines for compensation is to establish a clear and consistent approach to determining compensation for employees within the City of Ottumwa. These guidelines typically cover a range of issues such as salary structures, incentive plans, employee benefits, and performance evaluations.

By providing a framework for how compensation decisions are made, the City of Ottumwa can ensure that our compensation policies are fair, transparent, and aligned with our overall business strategy. Additionally, guidelines for compensation can help to attract and retain talented employees, promote employee satisfaction and engagement, and mitigate potential legal and regulatory risks.

Classification & Compensation System Goals

The City of Ottumwa adopted a classification and compensation program for all employees. The goals of the program are to:

- Define job families/series and career paths; and
- Develop and maintain a compensation system that is internally equitable and externally competitive.

The Classification and Compensation Program consists of three systems:

- A Classification System;
- A Job Evaluation System; and
- A Compensation System.

Each of these systems is described below.

Classification System

A classification system is a method of describing and naming work performed in the City of Ottumwa. It provides a structure or framework for understanding how jobs relate to one another and the business reasons for those jobs. A classification system results in a sensible hierarchy of related jobs and groups similar positions together under the same classification title. A classification system is not intended to be used to reward individual employees.

Definition of Terms in this Section

Term	Definition
Position	A position is the job held by one person. It is the set of duties assigned to an individual.
Classification	A body of work performed by a group of positions and jobs with similar responsibilities at a similar level of responsibility.
Classification Specification	A general description of a class of work. A classification typically includes a general summary of the work; distinguishing characteristics of the class; the essential duties of the class; the knowledge and skills required at entry to the

Term	Definition
	<p>class; and any licensing and special physical requirements. Classification specifications do not describe the duties and responsibilities of each individual employee in a class. Classification describes the collective responsibilities of all employees that are allocated to that classification. A class specification includes:</p> <ul style="list-style-type: none"> • A description of the type and level of work; • A description of the characteristics which distinguish this class from others which may be in the same occupation or at the same level of authority and responsibility; • Information which indicates standards for recruiting and selecting staff, determining appropriate pay, defining career growth opportunities, identifying performance expectations and complying with the Americans with Disabilities Act (ADA).
Classification Series	<p>A set of classifications which are closely related to one another, but reflect increasing levels of decision-making, difficulty and/or accountability. This is also often referred to as a job family. In order for multiple levels to be defined within a classification series, there must be distinct differences in the level of decision-making, responsibility, and/or accountability. The differences must be clearly defined and require additional knowledge, education, and/or skill. A new level should not be added due to any of the following:</p> <ul style="list-style-type: none"> • The volume of work; • The number or variety of specific assignments; • An employee's longevity in a current classification; or • A change in reporting relationships.
Classification Structure	<p>An arrangement of all the classification series and classifications an employer uses, together with the classification specifications.</p>
Classification Titles	<p>A classification title names a class of work and should be easily understood by employees, applicants, other organizations, and the public. The following terms have been used in classification titles.</p>
Position Description Questionnaire (PDQ)	<p>The form used to identify new or changed positions or jobs to provide updated content for review by City Human Resources.</p>

Classification Structure

New Positions

When new positions are created, the hiring manager will work with Human Resources to complete a Position Description Questionnaire. Human Resources will determine the appropriate placement within the classification system and update the classification structure.

Requests for Reclassification

From time to time, it may be necessary to reclassify certain positions, to update classification specifications, and/or to develop a new classification. It may be necessary to make one or more of these changes when an individual's duties and responsibilities change significantly, a department or function reorganizes, or a new job or position is created. Before any changes to the class structure are made, a job analysis must be completed. Job analysis is a systematic way of collecting data and analyzing the duties and nature of a specific job or position. The job

analysis provides the information necessary to allocate a position to a classification, modify a classification, or develop a new classification.

A job analysis will be performed if:

- A new job or position is created in the organization;
- A position's or classifications essential duties of the position have substantially changed. Typically, this means that thirty percent (30%) or more of the duties have changed.
- The new responsibilities have been performed for a minimum of six (6) months, and are determined to be permanent.

Employees who believe their duties and responsibilities have substantially changed should get approval from their Department Head to request a job analysis. A job analysis request form is available from the Human Resources department. Individuals requesting a job analysis will be asked to complete a Position Description Questionnaire. The PDQ will be used to help determine if the job is appropriately classified, should be allocated to a different classification, or if a new classification should be developed. Human Resources will conduct the review of the PDQ and may conduct interviews of appropriate departmental personnel. Human Resources will make the final determination as to the classification, title, FLSA, job evaluation rating, pay grade, and related areas. If there is a concern with the final ruling, this may be appealed to the City Administrator for review. The City Administrator's determination will be final.

Job Evaluation System

The City of Ottumwa uses a combination of market data and a classification framework to maintain internal equity. This is achieved by first aligning a classification to the appropriate pay range midpoint that is most closely aligned with the market's 75th percentile. This placement is then validated against the classification framework that establishes the levels of work across the City functions. For jobs without market data, the City will review the classification framework and similar classifications to assign to the appropriate pay range.

It is recommended that the internal alignment is reviewed on an annual basis and is supported through the classification processes. Appendix B is the classification framework for the City. This will be continuously reviewed and revised as necessary based on the City's needs and priorities.

Compensation System

The City of Ottumwa intends to compensate employees at a level that is competitive with the market and maintains the City's internal equity of its classifications through the application of the job evaluation methodology. Therefore, the City has adopted salary structures based on the job evaluation results (internal equity) and market data. The salary structures will be reviewed and updated periodically to ensure the structures remain competitive with the market. (See Structure Maintenance section.)

Annual Increases and Salary Structure Adjustments

The City of Ottumwa may adjust its salary structure (Appendix C) on an annual basis, to ensure competitiveness with the labor market and account for changes in market conditions and trends. Salary structure adjustments will be based on information related to market trends and organization financials. The City of Ottumwa will use the Midwest CPI as published in the Iowa League of Cities Annual Special Budget Report to guide future adjustments. The Midwest CPI measures changes in the cost of total compensation, which includes wages, salaries, and the employer's cost of employee benefits.

Note on Salary Structure Adjustments and Employee Increase Amount:

- The salary structure adjustment is separate from the employee increase amount. While a salary structure adjustment will impact the entire pay grid, it does not equate to across-the-board increases for employees. Employee compensation may be impacted on an individual basis due to step increases or other factors.

Pay structure adjustments must be approved within the City's budget process. Employees may or may not receive an adjustment to their individual pay as a result of the pay structure adjustment process.

In addition to adjusting the salary structure each year to keep pace with the market, the City should conduct a comprehensive market compensation study at least every fifth year. This schedule may vary depending on market conditions.

Hiring Range

At the City of Ottumwa, the hiring range will span from the position grade's Step 1 up to Step 3; hiring rates above Step 3 will be offered to exceptionally qualified or preferred qualifications of individuals and be done in consultation with the Human Resources Department.

Appointment above step 1 shall require approval by the Human Resources Department, and any hiring amount over the mid-point shall require the approval of the City Administrator.

Progression through the Salary Structure

As mentioned above, range spans (spreads) will vary by level of job. Therefore, the length of time for progression within the salary range will increase as jobs move up through the salary grade structure.

An employee will progress from step 1 through step 7 each year on their anniversary date in position. Once an employee reaches step 7 (midpoint), step progression will happen every three (3) years on the anniversary date in position.

If an employee is hired into a step greater than step 1, the employee will progress through the steps quicker. For example, if an employee was hired in at a step 3, their progression would look like this:

Hire	Step 3
1 year anniversary date in position	Step 4
2 year anniversary date in position	Step 5
3 year anniversary date in position	Step 6
4 year anniversary date in position	Step 7
7 year anniversary date in position	Step 8
10 year anniversary date in position	Step 9
13 year anniversary date in position	Step 10
16 year anniversary date in position	Step 11
19 year anniversary date in position	Step 12
22 year anniversary date in position	Step 13

If an employee obtains a certification that is deemed pertinent to their current job and will be of benefit to the city on a regular basis, an employee may increase their steps. This would be approved by the City Administrator and the certification must be documented.

Promotional Increases

In many situations, an employee promoted to a position in a higher pay range (grade) will receive an immediate pay increase. This increase is separate and distinct from any annual salary adjustment. Promotional increases will generally provide an increase between 5% and 10%. In the event that an individual is currently receiving a salary that exceeds the maximum of the salary range for the new job, then the employee shall receive no increase in base compensation.

In determining the promotional increase, the following other guidelines will be used:

- An employee's salary will be increased at least to the minimum of the new salary range; and
- In no case will a promotional increase place an employee's salary above the maximum of the new salary range.

For positions assigned to a step system, any promotional increase will result in a salary that is "on step" and must correspond to a particular step.

Acting Pay: Pay Rates for Work in a Higher Job Classification

In situations where the assignment or scheduling of work requires an employee to perform in a higher-level classification (higher pay grade or pay range), a temporary pay rate may be established for the period of that assignment or work schedule. To receive the adjusted rate, an employee must be working in the higher classification at least 50% of their workday for a minimum of fifteen (15) days.

The effective hourly rate of pay should be within the pay range for the salary grade of the temporary assignment, and should be determined using the same considerations, as noted above, for a promotional increase. This action should only take place when prior approval is given. This policy should not apply to situations of vacation replacement. Once the temporary assignment has been completed, the pay rate will revert to the previous rate.

- Occupational Group - Management = 10% of current base salary
- Occupational Group – Professional = 7.5% of current base salary
- Occupational Group – Technical / Specialist = 5% of current base salary

Discretionary Increases/Incentives

A Department Director, upon the review and approval of the Human Resources Director, may grant a discretionary increase to an employee. Such increases or incentives may be necessary for the following:

- To relieve compression;
- To address pay equity situations;
- To retain top performers outside of the performance cycle;
- To reward an employee with sustained favorable performance; or
- If given as a base salary increase, such increases are to be in accordance with the provisions of the pay plans to which an employee is assigned.

If such increase or incentive is given as a means of retaining an employee, the employee must (1) have achieved a performance ranking of higher than meeting expectations on the employee's most recent performance evaluation unless there is an extreme business need to keep the position filled and (2) have the approval of the Human Resources Director. Retention increases are not to be given more than once in a thirty-six (36) month period.

If the discretionary increase or incentive is granted due to performance, an employee must have a performance evaluation ranking of higher than meeting expectations on the employee's most recent performance evaluation and the employee shall not be eligible for more than one such increase per calendar/fiscal year.

All discretionary increases or incentives of more than five percent (5%) must be approved in writing by the Human Resources Director and City Administrator or their designee unless the increase is for an employee on a step system and such movement is to the next highest step.

A discretionary increase will not be provided if it places the resulting base salary above that of the respective pay range maximum.

Leaves of Absence

Salary increases are not earned while on an unpaid leave of absence and in compliance with leave regulations. Upon reinstatement, the employee shall be paid at the same rate he/she had prior to the leave of absence. If, during the absence, an increase had been provided, the salary of the incumbent should be reviewed at the time he/she returns for any pay action.

Voluntary Reassignment

An employee who voluntarily accepts a reassignment to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. Employees who are subsequently reclassified, or promoted back to the original classification from which they took a voluntary reassignment, may not have their rate of pay adjusted to a level above that prescribed for reclassifications or promotions.

Involuntary Reassignment (Demotion)

An employee who is involuntarily reassigned to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. A minimum of 5% reduction in pay is considered, but in no case will the employee be paid over the maximum of the new pay range.

Involuntary Transfer to a Lower Grade

When an employee receives an involuntary transfer, (not resulting from a demotion) to a new position with a salary range that is less than the range of the employee's present grade (e.g., abolition of a job and the consequent reassignment of a position with a lower grade), no immediate salary reduction should occur. For employees with positions on a step system, their "new" position should be placed on the pay scale at the closest, next highest step if the job is also assigned to a step pay range. Under this circumstance, the employee's situation will be reviewed during the next pay adjustment cycle to determine if the employee is eligible for any further step adjustment. If the employee's salary is above the maximum of the lower grade, no salary increases will be granted to the employee until the maximum for the new grade equals or exceeds the employee's salary.

Lateral Transfer

When necessary, the City may change an employee or group of employees from one job to another within the same pay grade. This will happen when the City deems the change to be in the interest of efficiency and meeting objectives. When an employee(s) is transferred to a position assigned to the same pay grade, he or she will not receive an adjustment in pay. Likewise, an employee who voluntarily requests a lateral transfer to a job within the same pay grade will not receive a pay adjustment.

Reclassification/Regrade

An employee who is advanced to a higher pay grade through reclassification or classification regrade shall have their salary set within the range of the new pay grade under the following guidelines:

- 1) The minimum of the assigned pay grade; but not above pay grade maximum unless the current salary is above the maximum.
- 2) On the next highest step to that of the current salary.

An employee who is reduced to a lower pay grade by reclassification or regrade action may retain the previous rate of pay so long as it does not exceed the midpoint of the new pay range unless authorization is received from the Human Resources Director. In no case shall the salary exceed the maximum of the new pay grade.

Job Family	Series Title	New Class Title	Series Level
Accounting	Accounting	Accounting Specialist	1
Accounting	Accounting	Accountant	2
Accounting	Accounting	Director of Finance	3
Administrative Support	Administrative Support	Administrative Clerk	1
Administrative Support	Administrative Support	Administrative Specialist	2
Airport	Airport	Airport Facilities Technician	1
Airport	Airport	Equipment Operator	2
Airport	Airport	Aviation Services Supervisor	3
Airport	Airport	Director of Airport Operations	4
Fire	Fire	Firefighter	1
Fire	Fire	Master Firefighter	2
Fire	Fire	Fire Captain	3
Fire	Fire	Assistant Fire Chief	4
Fire	Fire	Deputy Fire Chief	5
Fire	Fire	Fire Chief	6
Facilities Maintenance	Facilities Maintenance	Janitor	1
Facilities Maintenance	Facilities Maintenance	Custodian	2
Facilities Maintenance	Facilities Maintenance	Maintenance Worker	3
Facilities Maintenance	Facilities Maintenance	Maintenance Manager	4
Human Resources	HR	HR Generalist	1
Human Resources	HR	Director of Human Resources	2
Library	Library	Library Assistant	1
Library	Library	Librarian	2
Library	Library	Adult Services Librarian	3
Library	Library	Youth Services Librarian	3
Library	Library	Assistant Library Director	4
Library	Library	Library Director	5
Clerk	Clerk	City Clerk	n/a
City Management	City Management	City Administrator	n/a
Parks and Recreation	Parks and Recreation	Customer Service Representative	1
Parks and Recreation	Parks and Recreation	Lifeguard	2
Parks and Recreation	Parks and Recreation	Program Instructor	3
Parks and Recreation	Parks and Recreation	Program Supervisor	4
Parks and Recreation	Parks and Recreation	Aquatic Facility Supervisor	5
Parks and Recreation	Parks and Recreation	Director of Parks & Recreation	6
Community Development	Landfill	Grounds Worker	1
Community Development	Landfill	Gatekeeper	2
Community Development	Landfill	Equipment Operator	3
Community Development	Landfill	Landfill Supervisor	4
Community Development	Recycling	Gatekeeper	1
Community Development	Recycling	Demanufacturing Technician	2
Community Development	Recycling	Recycling Coordinator	3

Job Family	Series Title	New Class Title	Level
Community Development	Planning and Zoning	Code Compliance Officer	1
Community Development	Planning and Zoning	Building Inspector	2
Community Development	Planning and Zoning	Planning and Zoning Coordinator	3
Community Development	Planning and Zoning	Director of Community Development	4
Public Safety Communications	Public Safety Communications	911 Communication Specialist	1
Public Safety Communications	Public Safety Communications	911 Dispatch Supervisor	2
Public Safety	Public Safety	Parking Attendant	n/a
Public Safety	Public Safety	Police Officer	1
Public Safety	Public Safety	Sergeant	2
Public Safety	Public Safety	Lieutenant	3
Public Safety	Public Safety	Police Chief	4
Public Works	Sewer Maintenance	Equipment Operator	1
Public Works	Sewer Maintenance	Sewer Maintenance Supervisor	2
Public Works	Street Maintenance	Equipment Operator	1
Public Works	Street Maintenance	Street Maintenance Supervisor	2
Public Works	Traffic Maintenance	Equipment Operator	1
Public Works	Traffic Maintenance	Electrician	2
Public Works	Traffic Maintenance	Senior Electrician	3
Public Works	Traffic Maintenance	Traffic Maintenance Supervisor	4
Public Works	Mechanic	Mechanic	1
Public Works	Mechanic	Garage Supervisor	2
Public Works	Management	Public Works Superintendent	3
Public Works	Civil Engineering	Engineering Technician I	1
Public Works	Civil Engineering	Engineering Technician II	2
Public Works	Civil Engineering	Engineering Technician III	3
Public Works	Civil Engineering	Engineering Supervisor	4
Public Works	Civil Engineering	Assistant City Engineer	5
Public Works	Civil Engineering	City Engineer	6
Public Works	Laboratory Operations	Laboratory Technician	1
Public Works	Laboratory Operations	Laboratory Chemist	2
Public Works	Wastewater	Plant Operator	1
Public Works	Wastewater	Maintenance Technician	1
Public Works	Wastewater	Pre-Treatment Coordinator	2
Public Works	Wastewater	WPCF Supervisor	3
Public Works	Wastewater	Water Superintendent	4
Public Works	Management	Director of Public Works	2
Information Technology	IT	IT Technician	1
Information Technology	IT	IT Manager	2
Stand alone	Stand alone	GIS Administrator	n/a
Stand alone	Stand alone	Public Information Officer	n/a

Occupational Group	Title	Level Definition	Position Title	Grade
MANAGEMENT (EXEMPT)	City Administrator	Overall strategic and operational direction and management of the City responsible for executing the goals and objectives of the Council	City Administrator	17
	Senior Director	Direct and oversee departments and functions across the City with overall policy development. Impacts of decisions and responsibilities go across functional areas and impact all or most City operations.	Director of Public Works – with PE License	15
			Director of Finance	14
			Police Chief	14
			Director of Community Development	13
			Director of Human Resources	13
			Director of Public Works – without PE license	13
			Fire Chief	13
	Director	Direct the operations, goals, and services of a City department or functional area by defining the operations with the scope of established goals and objectives. Incumbents develop and manage a budget, and ensure the operations meet City-wide strategies.	Library Director	12
			Director of Airport Operations	12
			City Engineer	12
			Police Lieutenant	12
			IT Manager	12
			Director of Parks & Recreation	12
	Manager	Oversee the operations and planning of a work unit, function, or division; may serve as second-in-command, and typically report to a department head. Responsible to determine and plan the operations of the assigned area through planning, functional management, or project management assignments.	Deputy Fire Chief	11
			Wastewater Superintendent	11

Occupational Group	Title	Level Definition	Position Title	Grade
PROFESSIONAL (EXEMPT)	Lead/Principal/ Administrator	Responsible for the advanced level of analysis, programming, and execution of assigned work in the area of assignment to the broader City. Typically responsible for assignments and work that impact within the department and across the City through the operations and work of an assigned functional area.	Public Works Superintendent	10
			Police Sergeant	10
			Accountant	10
	Senior Officer / Analyst / Coordinator	Represent an area of assignment to related functions or by providing information to the broader City. Incumbents have limited to no budget responsibility with impact of work and information on departments or functions across the City. The assignments require diverse decisions that require complex decision making skills through the analysis, evaluation, and methodology development to review information and data. Assignments are generally broad in nature. Incumbents determine which process to utilize in carrying out duties.	Assistant City Engineer	9
			Assistant Fire Chief	9
			Aviation Services Supervisor	9
			City Clerk	9
			Senior Electrician	9
	Officer/Analyst/ Supervisor	Journey-level analytical work in an assigned area, department, or operations of the City. Incumbents have limited to no budget responsibility with the impact of work concentrated within the area of assignment. Duties often require complex decision making skills to troubleshoot standard processes or steps. Assignments are generally broad in nature that require input from multiple sources to identify errors or solutions.	WPCF Maintenance Supervisor	8
			WPCF Operations Supervisor	8
			Laboratory Chemist	8
			Planning and Zoning Coordinator	8
			Landfill Supervisor	8
			Police Officer	8
			Maintenance Electrician	8
			Garage Supervisor	8

Occupational Group	Title	Level Definition	Position Title	Grade
TECHNICAL/SPECIALIST (NON-EXEMPT)	Foreman / Lead Specialist / Technician	Top level of operation, administrative services, office coordination, administrative support for program or staff, may serve as the lead worker.	Street Maintenance Supervisor	7
			Traffic Maintenance Supervisor	7
			Sewer Maintenance Supervisor	7
			Maintenance Manager	7
			911 Dispatch Supervisor	7
			Engineering Supervisor	7
			Assistant Library Director	7
			Recycling Coordinator	7
			Aquatic Facilities Manager	7
			HR Generalist	7
			Public Information Officer	7
			GIS Administrator	7
			Building Inspector	7
			Fire Captain	7
	Senior Specialist / Technician	Advanced specialized program support or complex technical, administrative support for staff. Work is primarily routine in nature, with specific goals and objectives, but includes the ability to address non-routine situations by applying or adapting established processes and procedures; requires a comprehensive knowledge and skill of the assigned area or function to complete the assigned responsibilities assigned.	Engineering Technician II	6
			Pre-treatment Coordinator	6
			Master Firefighter	6
			Mechanic	6

Occupational Group	Title	Level Definition	Position Title	Grade
TECHNICAL/SPECIALIST (NON-EXEMPT)	Specialist / Technician	Specialized program support or moderately complex technical, administrative support for staff. Work is primarily routine in nature, with specific goals and objectives, but includes the ability to address non-routine situations by applying or adapting established processes and procedures.	Water Laboratory Technician	5
			Code Compliance Officer	5
			Traffic Maintenance Technician	5
			Equipment Operator	5
			IT Technician	5
			WPCF Maintenance Technician	5
			WPCF Plant Operator	5
			Firefighter	5
	Assistant/ Technician	Work is routine in nature with the majority of time dedicated to the performance of tasks related to one area of responsibility, with standardized responsibilities of basic maintenance and repair, transaction processing, general administrative support.	911 Communication Specialist	4
			Accounting Specialist	4
			De-manufacturing Technician	4
			Administration Specialist	4
			Engineering Technician I	4
			Maintenance Worker	4
			Adult Services Librarian	4
			Youth Services Librarian	4

Occupational Group	Title	Level Definition	Position Title	Grade
SUPPORT (NON-EXEMPT)	Worker/Representative	Role is within a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities with a broader understanding of area of assignment operations and how responsibilities of multiple positions interact and impact that area.	Program Supervisor	3
			Administrative Clerk	3
			Custodian	3
			Librarian	3
	Receptionist/Clerk/Worker	Role is typically assigned within a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities with a broader understanding of area of assignment operations.	Library Assistant	2
	Clerk	Work is in a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities; with the position accountable for the specific assignments.	Airport Facilities Technician	1
			Gatekeeper	1
			Grounds Worker	1
			Janitor	1
			Lifeguard	1
			Parking Attendant	1

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
	Hire	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	3 Year	3 Year	3 Year	3 Year	3 Year	3 Year
1	\$ 33,092.80	\$ 33,904.00	\$ 34,736.00	\$ 35,568.00	\$ 36,400.00	\$ 37,232.00	\$ 38,043.20	\$ 38,875.20	\$ 39,707.20	\$ 40,539.20	\$ 41,350.40	\$ 42,182.40	\$ 43,014.40
2	\$ 36,400.00	\$ 37,294.40	\$ 38,209.60	\$ 39,124.80	\$ 40,040.00	\$ 40,934.40	\$ 41,849.60	\$ 42,764.80	\$ 43,680.00	\$ 44,574.40	\$ 45,489.60	\$ 46,404.80	\$ 47,320.00
3	\$ 40,040.00	\$ 41,038.40	\$ 42,036.80	\$ 43,035.20	\$ 44,033.60	\$ 45,032.00	\$ 46,030.40	\$ 47,028.80	\$ 48,048.00	\$ 49,046.40	\$ 50,044.80	\$ 51,043.20	\$ 52,041.60
4	\$ 44,033.60	\$ 45,136.00	\$ 46,238.40	\$ 47,340.80	\$ 48,443.20	\$ 49,545.60	\$ 50,648.00	\$ 51,750.40	\$ 52,832.00	\$ 53,934.40	\$ 55,036.80	\$ 56,139.20	\$ 57,241.60
5	\$ 48,443.20	\$ 49,649.60	\$ 50,856.00	\$ 52,062.40	\$ 53,289.60	\$ 54,496.00	\$ 55,702.40	\$ 56,908.80	\$ 58,115.20	\$ 59,342.40	\$ 60,548.80	\$ 61,755.20	\$ 62,961.60
6	\$ 53,289.60	\$ 54,620.80	\$ 55,952.00	\$ 57,283.20	\$ 58,614.40	\$ 59,945.60	\$ 61,276.80	\$ 62,608.00	\$ 63,939.20	\$ 65,270.40	\$ 66,601.60	\$ 67,932.80	\$ 69,264.00
7	\$ 58,614.40	\$ 60,070.40	\$ 61,547.20	\$ 63,003.20	\$ 64,459.20	\$ 65,936.00	\$ 67,392.00	\$ 68,868.80	\$ 70,324.80	\$ 71,801.60	\$ 73,257.60	\$ 74,713.60	\$ 76,190.40
8	\$ 64,459.20	\$ 66,081.60	\$ 67,683.20	\$ 69,305.60	\$ 70,907.20	\$ 72,529.60	\$ 74,131.20	\$ 75,753.60	\$ 77,355.20	\$ 78,977.60	\$ 80,579.20	\$ 82,201.60	\$ 83,803.20
9	\$ 70,907.20	\$ 72,696.00	\$ 74,464.00	\$ 76,232.00	\$ 78,000.00	\$ 79,768.00	\$ 81,556.80	\$ 83,324.80	\$ 85,092.80	\$ 86,860.80	\$ 88,649.60	\$ 90,417.60	\$ 92,185.60
10	\$ 78,000.00	\$ 79,955.20	\$ 81,910.40	\$ 83,844.80	\$ 85,800.00	\$ 87,755.20	\$ 89,710.40	\$ 91,644.80	\$ 93,600.00	\$ 95,555.20	\$ 97,510.40	\$ 99,444.80	\$ 101,400.00
11	\$ 85,800.00	\$ 87,942.40	\$ 90,084.80	\$ 92,248.00	\$ 94,390.40	\$ 96,532.80	\$ 98,675.20	\$ 100,817.60	\$ 102,960.00	\$ 105,102.40	\$ 107,244.80	\$ 109,387.20	\$ 111,550.40
12	\$ 94,390.40	\$ 96,740.80	\$ 99,091.20	\$ 101,462.40	\$ 103,812.80	\$ 106,184.00	\$ 108,534.40	\$ 110,905.60	\$ 113,256.00	\$ 115,606.40	\$ 117,977.60	\$ 120,328.00	\$ 122,699.20
13	\$ 103,812.80	\$ 106,412.80	\$ 109,012.80	\$ 111,612.80	\$ 114,192.00	\$ 116,792.00	\$ 119,392.00	\$ 121,992.00	\$ 124,571.20	\$ 127,171.20	\$ 129,771.20	\$ 132,371.20	\$ 134,971.20
14	\$ 114,192.00	\$ 117,062.40	\$ 119,912.00	\$ 122,761.60	\$ 125,611.20	\$ 128,481.60	\$ 131,331.20	\$ 134,180.80	\$ 137,030.40	\$ 139,900.80	\$ 142,750.40	\$ 145,600.00	\$ 148,449.60
15	\$ 125,611.20	\$ 128,752.00	\$ 131,892.80	\$ 135,033.60	\$ 138,174.40	\$ 141,315.20	\$ 144,456.00	\$ 147,596.80	\$ 150,737.60	\$ 153,878.40	\$ 157,019.20	\$ 160,160.00	\$ 163,300.80
16	\$ 138,174.40	\$ 141,627.20	\$ 145,080.00	\$ 148,553.60	\$ 152,006.40	\$ 155,459.20	\$ 158,912.00	\$ 162,364.80	\$ 165,817.60	\$ 169,270.40	\$ 172,723.20	\$ 176,176.00	\$ 179,628.80
17	\$ 152,006.40	\$ 155,792.00	\$ 159,598.40	\$ 163,404.80	\$ 167,190.40	\$ 170,996.80	\$ 174,803.20	\$ 178,588.80	\$ 182,395.20	\$ 186,201.60	\$ 189,987.20	\$ 193,793.60	\$ 197,600.00
18	\$ 167,190.40	\$ 171,371.20	\$ 175,552.00	\$ 179,732.80	\$ 183,913.60	\$ 188,094.40	\$ 192,275.20	\$ 196,456.00	\$ 200,636.80	\$ 204,817.60	\$ 208,998.40	\$ 213,179.20	\$ 217,360.00

City Council – paid monthly - \$6,000 per year

Mayor – paid monthly - \$10,200 per year

Seasonal / Contracted Employees	
<i>This includes all departments with no exceptions unless otherwise stated and approved by City Administrator.</i>	
Year 1	\$14.00 per hour
Year 2	\$15.00 per hour
Landfill contracted employees	\$9.00 per hour
Recycling Center Contracted Employees	\$8.25 per hour
<i>Landfill and Recycling Center rates set by the Solid Waste Commission.</i>	
WPCF Contracted (with certifications)	\$20.00 per hour

3.2% COLA – Effective July 1, 2024

Grade	Step 1 Hire	Step 2 1 Year	Step 3 1 Year	Step 4 1 Year	Step 5 1 Year	Step 6 1 Year	Step 7 1 Year	Step 8 3 year	Step 9 3 year	Step 10 3 year	Step 11 3 year	Step 12 3 year	Step 13 3 year
1	\$ 34,151.77	\$ 34,988.93	\$ 35,847.55	\$ 36,706.18	\$ 37,564.80	\$ 38,423.42	\$ 39,260.58	\$ 40,119.21	\$ 40,977.83	\$ 41,836.45	\$ 42,673.61	\$ 43,532.24	\$ 44,390.86
2	\$ 37,564.80	\$ 38,487.82	\$ 39,432.31	\$ 40,376.79	\$ 41,321.28	\$ 42,244.30	\$ 43,188.79	\$ 44,133.27	\$ 45,077.76	\$ 46,000.78	\$ 46,945.27	\$ 47,889.75	\$ 48,834.24
3	\$ 41,321.28	\$ 42,351.63	\$ 43,381.98	\$ 44,412.33	\$ 45,442.68	\$ 46,473.02	\$ 47,503.37	\$ 48,533.72	\$ 49,585.54	\$ 50,615.88	\$ 51,646.23	\$ 52,676.58	\$ 53,706.93
4	\$ 45,442.68	\$ 46,580.35	\$ 47,718.03	\$ 48,855.71	\$ 49,993.38	\$ 51,131.06	\$ 52,268.74	\$ 53,406.41	\$ 54,522.62	\$ 55,660.30	\$ 56,797.98	\$ 57,935.65	\$ 59,073.33
5	\$ 49,993.38	\$ 51,238.39	\$ 52,483.39	\$ 53,728.40	\$ 54,994.87	\$ 56,239.87	\$ 57,484.88	\$ 58,729.88	\$ 59,974.89	\$ 61,241.36	\$ 62,486.36	\$ 63,731.37	\$ 64,976.37
6	\$ 54,994.87	\$ 56,368.67	\$ 57,742.46	\$ 59,116.26	\$ 60,490.06	\$ 61,863.86	\$ 63,237.66	\$ 64,611.46	\$ 65,985.25	\$ 67,359.05	\$ 68,732.85	\$ 70,106.65	\$ 71,480.45
7	\$ 60,490.06	\$ 61,992.65	\$ 63,516.71	\$ 65,019.30	\$ 66,521.89	\$ 68,045.95	\$ 69,548.54	\$ 71,072.60	\$ 72,575.19	\$ 74,099.25	\$ 75,601.84	\$ 77,104.44	\$ 78,628.49
8	\$ 66,521.89	\$ 68,196.21	\$ 69,849.06	\$ 71,523.38	\$ 73,176.23	\$ 74,850.55	\$ 76,503.40	\$ 78,177.72	\$ 79,830.57	\$ 81,504.88	\$ 83,157.73	\$ 84,832.05	\$ 86,484.90
9	\$ 73,176.23	\$ 75,022.27	\$ 76,846.85	\$ 78,671.42	\$ 80,496.00	\$ 82,320.58	\$ 84,166.62	\$ 85,991.19	\$ 87,815.77	\$ 89,640.35	\$ 91,486.39	\$ 93,310.96	\$ 95,135.54
10	\$ 80,496.00	\$ 82,513.77	\$ 84,531.53	\$ 86,527.83	\$ 88,545.60	\$ 90,563.37	\$ 92,581.13	\$ 94,577.43	\$ 96,595.20	\$ 98,612.97	\$ 100,630.73	\$ 102,627.03	\$ 104,644.80
11	\$ 88,545.60	\$ 90,756.56	\$ 92,967.51	\$ 95,199.94	\$ 97,410.89	\$ 99,621.85	\$ 101,832.81	\$ 104,043.76	\$ 106,254.72	\$ 108,465.68	\$ 110,676.63	\$ 112,887.59	\$ 115,120.01
12	\$ 97,410.89	\$ 99,836.51	\$ 102,262.12	\$ 104,709.20	\$ 107,134.81	\$ 109,581.89	\$ 112,007.50	\$ 114,454.58	\$ 116,880.19	\$ 119,305.80	\$ 121,752.88	\$ 124,178.50	\$ 126,625.57
13	\$ 107,134.81	\$ 109,818.01	\$ 112,501.21	\$ 115,184.41	\$ 117,846.14	\$ 120,529.34	\$ 123,212.54	\$ 125,895.74	\$ 128,557.48	\$ 131,240.68	\$ 133,923.88	\$ 136,607.08	\$ 139,290.28
14	\$ 117,846.14	\$ 120,808.40	\$ 123,749.18	\$ 126,689.97	\$ 129,630.76	\$ 132,593.01	\$ 135,533.80	\$ 138,474.59	\$ 141,415.37	\$ 144,377.63	\$ 147,318.41	\$ 150,259.20	\$ 153,199.99
15	\$ 129,630.76	\$ 132,872.06	\$ 136,113.37	\$ 139,354.68	\$ 142,595.98	\$ 145,837.29	\$ 149,078.59	\$ 152,319.90	\$ 155,561.20	\$ 158,802.51	\$ 162,043.81	\$ 165,285.12	\$ 168,526.43
16	\$ 142,595.98	\$ 146,159.27	\$ 149,722.56	\$ 153,307.32	\$ 156,870.60	\$ 160,433.89	\$ 163,997.18	\$ 167,560.47	\$ 171,123.76	\$ 174,687.05	\$ 178,250.34	\$ 181,813.63	\$ 185,376.92
17	\$ 156,870.60	\$ 160,777.34	\$ 164,705.55	\$ 168,633.75	\$ 172,540.49	\$ 176,468.70	\$ 180,396.90	\$ 184,303.64	\$ 188,231.85	\$ 192,160.05	\$ 196,066.79	\$ 199,995.00	\$ 203,923.20
18	\$ 172,540.49	\$ 176,855.08	\$ 181,169.66	\$ 185,484.25	\$ 189,798.84	\$ 194,113.42	\$ 198,428.01	\$ 202,742.59	\$ 207,057.18	\$ 211,371.76	\$ 215,686.35	\$ 220,000.93	\$ 224,315.52

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Mayor – paid monthly - \$10,200 per year

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<i>Landfill and Recycling Center rates set by the Solid Waste Commission.</i>	
WPCF Contracted (with certifications)	\$20.00 per hour

CITY OF OTTUMWA

Position Description Questionnaire (PDQ)

I. BACKGROUND

EMPLOYEE INFORMATION: In this section, you will provide information regarding your name, current job title, your immediate supervisor, etc. This information will help us make sure we refer to the correct job throughout the study

Employee Name

Date Form Completed

Official Job Title

Department

Work Phone (if applicable)

☐ Less than 1 year

☐ 1-3 years

☐ 3-5 years

Time in Current Position

☐ 5-10 years

E-mail

☐ 10+ years

Immediate Supervisor

Immediate Supervisor Reports To

Name

Name

Title

Title

II. POSITION INFORMATION

1. POSITION SUMMARY

Please write 1 to 3 sentences that describe the purpose and major duties of your position.

Example: Computer Support Technician

Summary: To operate, maintain and repair computer equipment and to provide technical assistance to users; provide guidance to users on how to fix problems; install equipment and programs; troubleshoot problems by researching potential solutions; and provide input on software and equipment purchases.

2. SUPERVISION AND ORGANIZATIONAL RELATIONSHIPS

a. Supervisory and Lead Worker/Working Supervisor Responsibilities

For each statement in the chart below, if the statement applies to your position, please check the box under the "Yes" column and then indicate the number of employees for which you are responsible for supervising to the right of the statement.

Supervisor/Manager: Officially responsible for regularly directing the work of full-time/part-time employees and has the authority to evaluate performance, sign performance reviews, and reward/discipline. This is different from "lead" worker duties.

Lead Worker/Working Supervisor: Position functions in a "lead" capacity for a group of employees. The Lead Worker/Working Supervisor does not have full formal supervisory authority, however they are responsible for assigning, scheduling, directing daily work assignments, reviewing work, and providing guidance as the most technically skilled member of the work team. In addition to lead worker duties, the position is responsible for performing the same responsibilities as assigned employees.

NOTE: Employees serving as project managers that supervise, coordinate, or lead organizational or cross department/division projects, please describe such duties and responsibilities in Section 3 – Essential Duties.

Yes	Duty	# of Employees
<input type="checkbox"/>	I do not officially supervise other employees (sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc.).	NA
<input type="checkbox"/>	I evaluate and sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc. of other regular employees.	
<input type="checkbox"/>	I evaluate and sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc. of part-time or contract employees.	
<input type="checkbox"/>	I assign work and provide work direction as a "lead-worker/working supervisor" for other regular employees.	
<input type="checkbox"/>	I assign work and provide work direction as a "lead-worker/working supervisor" for part-time or contract employees.	

3. ESSENTIAL RESPONSIBILITIES

In the table below, please list your essential duties, and the decisions you make in carrying out each duty. Essential Responsibilities describe why your role with exists. Please reference the following guidelines when completing this section:

DO

List responsibilities that make up at least 5% of your time.

Use descriptive action verbs such as – prepares, calculates, operates, etc. to start each statement.

Provide enough detail so that someone outside of the organization and not directly familiar with your job will have a clear understanding of what it is that you do.

Follow the format of what, how and why – “I do this, by doing this, in order to...”

Indicate how often you perform each duty in the “Frequency” column.

Estimate how much of your time is spent on each task in the “Percent of Time” column. The total cannot exceed 100%. *Example: Sally conducts property value estimates 20% of the time, it may mean she spends one day out of five on that task, or that she spends around two hours each day. These need only be estimates so do not spend a great deal of time trying to come up with an exact percentage. The percentages of your essential duties should not exceed 100%, but should account for at least 80% of your time.*

DON'T

Copy and paste language from your current job specification unless it is accurate and reflects current duties and responsibilities.

List specific tasks (e.g., complete weekly project status report).

Use phrases such as “assists with” or “participates in.” If you must use these phrases, provide specific details of what you assist with.

Use acronyms.

Spend a great deal of time trying to come up with an exact percentage in the “Percent of Time” column.

Example

DON'T WRITE “Prepares quality assurance reports”

DO WRITE “Prepares quality assurance reports by summarizing client error reports in order to add to the knowledge- base and identify broader solutions 20% of the time”. This may mean the employee spends one day out of five on that task OR spends around two hours each day.

Essential Duties (What you do and how you do it.)	Decisions Required	Frequency	% of Time
EXAMPLES: (List actual essential duties below examples)			
<i>Prepares monthly newsletters by gathering information, writing copy, editing, and preparing for publication.</i>	<i>Articles to include, editorial changes, graphics, layouts</i>	<i>M</i>	<i>25%</i>
<i>Performs inventory spot checks and monthly counts of supplies in warehouse.</i>	<i>When to check supplies</i>	<i>M</i>	<i>10%</i>
<i>Plans, develops, and manages department policies and programs.</i>	<i>How to plan department activities based on organization goals set forth by higher-level staff</i>	<i>M</i>	<i>20%</i>
1.		Pull down menu options	
2.		Pull down menu options	
3.		Pull down menu options	
4.		Pull down menu options	
5.		Pull down menu options	
6.		Pull down menu options	
7.		Pull down menu options	
8.		Pull down menu options	
9.		Pull down menu options	
10.		Pull down menu options	

4. REQUIRED KNOWLEDGE AND SKILLS

Please list the knowledge and skills required for **entry into your position**, and not what you might necessarily know or be able to do after being in your position for a number of years.

Knowledge: refers to the possession of concepts and information gained through experience, training and/or education and can be measured through testing.

Examples: 1. Basic carpentry, plumbing, and masonry work. 2. Project management. 3. Accounting principles.

Skills: refers to proficiencies that can be demonstrated and are typically manual in nature and/or can be measured through testing.

Examples: 1. Computer proficiency. 2. Communication skills. 3. Report writing.

Knowledge and Skills

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

III. EDUCATION, EXPERIENCE, AND EQUIPMENT

1. EDUCATION

Identify the minimum level of education you believe is needed to satisfactorily perform your job **at entry level**. This may be different from what the organization currently requires and/or from your own level of education.

Position Requires

- ☐ Less than High School Diploma or equivalent (G.E.D.) (ability to read, write, and follow directions)
- ☐ High School Diploma or equivalent (G.E.D.)
- ☐ Up to one year of specialized or technical training beyond high school
- ☐ Associate degree (A.S., A.A.) or two-year technical certificate
- ☐ Bachelor's degree in
- ☐ Master's degree in
- ☐ Other (explain):

- ☐ What field(s) should training or degree be in:

2. EXPERIENCE

Example:

Type of Experience: Professional-level engineer experience

Minimum Time Required: 2 years

Identify the minimum type and years of experience required for entry into your job?	
Type of Experience	Minimum Time Required
	years
	years

years

3. SPECIAL REQUIREMENTS

List any registrations, certifications or licenses that are required for entry into your position. Do not use acronyms.

If no certifications or licenses are required, just leave this section blank. Registration, Certification, or Licenses:

Example:

Certificate of Registration as a professional engineer in the State required at entry or must obtain within 6 months of employment and maintain while employed in the position.

Example:

State Class B Driver's License required at entry and must be maintained while employed in the position.

4. MACHINES, TOOLS AND EQUIPMENT

List any specialized machines, tools, equipment or software used in your work and show the time spent using each.

Do not list common office equipment and software such as Microsoft Office, e-mail applications, copiers, faxes, personal computers, etc.

Machines, Tools, Equipment

Time

Pull down menu options

Pull down menu options

Pull down menu options

Pull down menu options

Pull down menu options

Pull down menu options

IV. DECISION MAKING AND JUDGMENTS

Example 1: Make decisions on the best and most proper way of reporting revenue items, determine if certain practices or procedures are compliant with cash handling policies.

Example 2: Make decisions regarding project timeline, deliverables, and budget compliance.

Describe two decisions and/or judgments you make regularly and independently in the performance of your duties.

1.

2.

When making decisions do you **most often (Check only one):**

- ☐ Routinely check with your supervisor before doing anything other than following standard procedures.
- ☐ Follow standard procedures and established practices to resolve problems using limited discretion.
- ☐ Use some discretion in your daily work and recommend new or revised policies, procedures and standard practices, which may be implemented after being approved by your supervisor.
- ☐ Create and implement new solutions not previously applied

Indicate which of the following types of decisions you make regularly in the course of your work.

- ☐ I plan and schedule the work of others.
- ☐ I set goals and objectives for others.
- ☐ I provide training and instruction to others.
- ☐ I assign work activities to others.
- ☐ I establish standard procedures.
- ☐ I make hiring and promotion decisions.
- ☐ I provide discipline and performance counseling.
- ☐ I provide advice to peers that they must consider carefully before making a decision. (*Example: Purchasing*

Coordinator provides instruction regarding procurement/purchasing processes)

- ☐ I provide information to supervisors/management that they use in making a decision.

V. PHYSICAL REQUIREMENTS

1. PHYSICAL FACTORS

Your answers in this section will not affect how your job is classified.

Check the box that best describes the overall amount of physical effort required to perform your job.

- ☐ **Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.
- ☐ **Light Work:** Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.
- ☐ **Medium Work:** Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- ☐ **Heavy Work:** Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.
- ☐ **Very Heavy Work:** Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Climbing: Ascending or descending ladders, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized.	Pull down menu options	Pull down menu options
Balancing: Maintaining body equilibrium to prevent falling when walking, standing or crouching on narrow, slippery or erratically moving surfaces.	Pull down menu options	Pull down menu options
Stooping: Bending body downward and forward by bending spine at the waist.	Pull down menu options	Pull down menu options

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Kneeling: Bending legs at knee to come to a rest on knee or knees.	Pull down menu options	Pull down menu options
Crouching: Bending the body downward and forward by bending leg and spine.	Pull down menu options	Pull down menu options
Crawling: Moving about on hands and knees or hands and feet.	Pull down menu options	Pull down menu options
Reaching: Extending hand(s) and arm(s) in any direction.	Pull down menu options	Pull down menu options
Standing: Particularly for sustained periods of time.	Pull down menu options	Pull down menu options

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Walking: Moving about on foot to accomplish tasks, particularly for long distances.	Pull down menu options	Pull down menu options
Pushing: Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.	Pull down menu options	Pull down menu options
Pulling: Using upper extremities to exert force in order to draw, drag, haul or tug objects in a sustained motion.	Pull down menu options	Pull down menu options
Lifting: Raising objects from a lower to a higher position or moving objects horizontally from position-to-position.	Pull down menu options	Pull down menu options
Fingering: Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand or arm as in handling.	Pull down menu options	Pull down menu options
Grasping: Applying pressure to an object with the fingers or palm.	Pull down menu options	Pull down menu options
Feeling: Perceiving attributes of objects, such as size, shape, temperature or texture by touching the skin, particularly that of fingertips.	Pull down menu options	Pull down menu options
Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.	Pull down menu options	Pull down menu options
Hearing: Ability to receive detailed information through oral communication, and to make fine discriminations in sound, such as when making fine adjustments on machined parts.	Pull down menu options	Pull down menu options
Seeing: The ability to perceive the nature of objects by the eye.	Pull down menu options	Pull down menu options
Repetitive Motions: Substantial repetitive movements (motions) of the wrists, hands, and/or fingers.	Pull down menu options	Pull down menu options

2. WORKING CONDITIONS

Your answers in this section will not affect how your job is classified.

Check the box next to each working condition that you are subject to during the course of your work, and indicate the amount of time you are subject to that condition.

If most of your work is in an office setting, you may select the "Does Not Apply" box below.

☐ Does Not Apply

	Condition	Time
<input type="checkbox"/>	Hazardous physical conditions (mechanical parts, electrical currents, vibration, etc.)	Pull down menu options
<input type="checkbox"/>	Atmospheric Conditions (fumes, odors, dusts, gases, poor ventilation)	Pull down menu options
<input type="checkbox"/>	Hazardous materials (chemicals, blood and other body fluids, etc.)	Pull down menu options
<input type="checkbox"/>	Extreme temperatures	Pull down menu options
<input type="checkbox"/>	Inadequate lighting	Pull down menu options
<input type="checkbox"/>	Work space restricts movement	Pull down menu options
<input type="checkbox"/>	Intense noise	Pull down menu options
<input type="checkbox"/>	Travel	Pull down menu options
<input type="checkbox"/>	Environmental (challenging behaviors, imminent danger, threatening environment)	Pull down menu options

VI. ADDITIONAL COMMENTS

Are there any additional comments you would like to make to be sure you have described your job adequately?

VII. EMPLOYEE, SUPERVISOR, AND DEPARTMENT DIRECTORS SIGNATURES

EMPLOYEE CERTIFICATION

I certify that the above statements and responses are accurate and complete to the best of my knowledge.

Employee Signature:

Date:

IF APPROPRIATE, TO BE COMPLETED BY THE IMMEDIATE SUPERVISOR AND DEPARTMENT DIRECTOR

Use this section to note any additional comments, additional duties or disagreements with any section of the questionnaire. Do not change anything written by the individual filling out the questionnaire and do not address any performance issues. If you disagree with any information provided or believe some information is missing, indicate below the question number and your comments.

Question No.	Comments
--------------	----------

*** Any supervisor or department director comments must be discussed with the employee. ***

SUPERVISOR AND DEPARTMENT DIRECTOR SIGNATURES

Please check the appropriate statement:

- ☐ I agree with the employee's position questionnaire as written.
- ☐ The above modifications have been discussed with the employee, and the employee agrees with these modifications.
- ☐ The above modifications have been discussed with the employee, and the employee disagrees with these modifications.

Supervisor Signature:

Date:

Department Director Signature:

Date:

I have noted the modifications made by my supervisor in the comments section above.

Employee Signature:

Date:

Position Name:	
Department:	
Name of person Requesting analysis	

Reason for request (*please check one*)

- ☐ A new position needs to be created
- ☐ Essential duties of the position have substantially changed
(30% or more of the duties have changed)
- ☐ New responsibilities have been performed for a minimum of 6 months and are
determined to be permanent
- ☐ Other (*please list*) _____

Signature

Date

Please attached a completed Position Description Questionnaire (PDQ) and another other supporting documentation with this submission to HR for review.

Reviewed by:	
Date completed:	
Action taken:	

Signature

Date

Employee Name _____

Department _____ Current Position _____

Type of certification (please check one)

- ☐ Professional (general work in a profession)
- ☐ Operational / Product-specific

Name of Certification received _____

Description of how certification obtained is pertinent to the current position

This certificate is used _____ times a _____

(daily/weekly/monthly/annually)

I understand that my pay will be adjusted _____ (step / grade) due to earning this certification. I understand that it is my responsibility to keep the certification current as necessary. If I let the certification lapse or expire, I understand that I will lose the pay adjustment mentioned above.

Employee Signature_____
Date_____
Department Head Signature_____
Date_____
HR Director Signature_____
Date_____
City Administrator Signature_____
Date**Please attach a copy of the certification received with this notice.*

received
9.24.24 11AM

6510257

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 1, 2024

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head


City Administrator Approval

AGENDA TITLE: A RESOLUTION APPROVING THE FISCAL YEAR 2024 ANNUAL
FINANCE REPORT

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

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

RECOMMENDATION: Pass and adopt Resolution No. 213-2024 approving the AFR and order its publication.

DISCUSSION: See attached.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed: No

The Annual Finance Report (AFR) for FY 24 is complete and all funds balance.

It must be noted that we exceeded the budget in two program areas, General Government and Business Type Activities (Sewer, Landfill, Recycling, BVC, Golf Course). This occurred for two reasons.

- When completing the budget amendment that was adopted in May, I failed to account for General Government expenses in the Special Revenue funds. The amended budget submitted was based only on General Fund expenses.

- Sewer projects are expensed from capital fund accounts but are accounted for within the Business Type Activities. The amendment did not include the capital costs as part of overall Sewer Fund activities.

It must be noted that Business Type Activities would still have exceeded the amended budget had everything had been properly accounted for. This is based on the numbers developed by Jessica Kinser as part of the FY 25 budget process. The cause is due to the timing of payments for capital projects. Staff will be placing an emphasis on better oversight and planning for capital projects. A budget amendment will be prepared for consideration mid fiscal year to account for the capital expenses in the current fiscal year.

A material note will occur as part of the annual audit for failing to amend the budget to reflect the expenses.

RESOLUTION NO. 213-2024

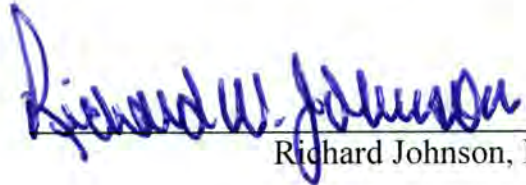
**A RESOLUTION APPROVING THE FISCAL YEAR 2024 ANNUAL
FINANCE REPORT**


WHEREAS, the City of Ottumwa, Iowa is required to file an Annual Finance Report (AFR) with the State of Iowa; and

WHEREAS, said AFR is complete and ready for publication.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT, the Fiscal Year 2024 Annual Finance Report for the City of Ottumwa, Iowa are hereby by approved and ordered for publication.

PASSED, APPROVED, AND ADOPTED this 1st day of October 2024.


Richard Johnson, Mayor

Attest: 
Chris Reinhard, City Clerk

STATE OF IOWA 2024 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2024 CITY OF OTTUMWA, IOWA DUE: December 1, 2024	16209000700000 CITY OF OTTUMWA 105 E 3rd Street OTTUMWA IA 52501-2904 POPULATION: 25529
NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.	
ALL FUNDS	
	Governmental (a) Proprietary (b) Total Actual (c) Budget (d)
Revenues and Other Financing Sources	
Taxes Levied on Property	13,919,663
Less: Uncollected Property Taxes-Levy Year	0
Net Current Property Taxes	13,919,663
Delinquent Property Taxes	14,163
TIF Revenues	1,599,986
Other City Taxes	6,560,329
Licenses and Permits	394,521
Use of Money and Property	1,599,941
Intergovernmental	5,173,073
Charges for Fees and Service	3,074,176
Special Assessments	15,634
Miscellaneous	4,305,088
Other Financing Sources	84,534
Transfers In	17,346,586
Total Revenues and Other Sources	54,087,694
Expenditures and Other Financing Uses	
Public Safety	9,836,540
Public Works	9,301,514
Health and Social Services	770,530
Culture and Recreation	2,993,016
Community and Economic Development	1,487,210
General Government	3,174,326
Debt Service	6,821,924
Capital Projects	5,614,220
Total Governmental Activities Expenditures	39,999,280
BUSINESS TYPE ACTIVITIES	19,307,528
Total All Expenditures	39,999,280
Other Financing Uses	0
Transfers Out	20,225,741
Total All Expenditures/and Other Financing Uses	60,225,021
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-6,137,327
Beginning Fund Balance July 1, 2023	29,742,243
Ending Fund Balance June 30, 2024	23,604,916
NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:	
Non-budgeted Internal Service Funds	Pension Trust Funds
7,595,056.08	
Private Purpose Trust Funds	Agency Funds
Indebtedness at June 30, 2024	Amount
General Obligation Debt	24,865,000
Revenue Debt	7,674,000
TIF Revenue Debt	0
Indebtedness at June 30, 2024	Amount
Other Long-Term Debt	0
Short-Term Debt	0
General Obligation Debt Limit	59,259,005
CERTIFICATION	
The forgoing report is correct to the best of my knowledge and belief	
	Publication 10/5/2024
Signature of Preparer	
Printed name of Preparer	Phone Number
Signature of Mayor or Mayor Pro Tem (Name and Title)	Date Signed
PLEASE PUBLISH THIS PAGE ONLY	

REVENUE P2

CITY OF OTTUMWA
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

GAAP / Modified

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1										1
Taxes levied on property	2	5,293,888	5,619,799		3,005,976			13,919,663		13,919,663	2
Less: Uncollected Property Taxes - Levy Year	3							0		0	3
Net Current Property Taxes	4	5,293,888	5,619,799		3,005,976	0	0	13,919,663		13,919,663	4
Delinquent Property Taxes	5	5,493	5,713		2,957			14,163		14,163	5
Total Property Tax	6	5,299,381	5,625,512		3,008,933	0	0	13,933,826		13,933,826	6
TIF Revenues	7			1,599,986				1,599,986		1,599,986	7
Other City Taxes											
Utility Tax Replacement Excise Taxes	8							0		0	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	1,595,922						1,595,922		1,595,922	9
Parimutuel Wager Tax	10							0		0	10
Gaming Wager Tax	11							0		0	11
Mobile Home Tax	12							0		0	12
Hotel / Motel Tax	13	550,335						550,335		550,335	13
Other Local Option Taxes	14		4,414,072					4,414,072		4,414,072	14
Total Other City Taxes	15	2,146,257	4,414,072		0	0	0	6,560,329	0	6,560,329	15
Section B - Licenses and Permits	16	394,521						394,521		394,521	16
Section C - Use of Money and Property	17										17
Interest	18	202,320	604,501	15,607	229	146,042	33,848	1,002,547	505,783	1,508,330	18
Rents and Royalties	19	33,326	564,068					597,394	8,850	606,244	19
Other Miscellaneous Use of Money and Property	20							0		0	20
	21							0		0	21
Total Use of Money and Property	22	235,646	1,168,569	15,607	229	146,042	33,848	1,599,941	514,633	2,114,574	22
Section D - Intergovernmental	24										24
Federal Grants and Reimbursements	26										26
Federal Grants	27	23,980	37,930			95,109		157,019	234,109	391,128	27
Community Development Block Grants	28		230,289					230,289		230,289	28
Housing and Urban Development	29							0		0	29
Public Assistance Grants	30							0		0	30
Payment in Lieu of Taxes	31							0		0	31
	32							0		0	32
Total Federal Grants and Reimbursements	33	23,980	268,219		0	95,109	0	387,308	234,109	621,417	33

REVENUE P3

CITY OF OTTUMWA
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

GAAP / Modified

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41										41
State Shared Revenues	43										43
Road Use Taxes	44		3,319,130					3,319,130		3,319,130	44
Other state grants and reimbursements	48										48
State grants	49	119,761	14,865					134,626	4,111	138,737	49
Iowa Department of Transportation	50							0		0	50
Iowa Department of Natural Resources	51							0	3,670	3,670	51
Iowa Economic Development Authority	52							0		0	52
CEBA grants	53							0		0	53
C&I Replacement and Tier I Business Tax Replacement	54	335,085	355,629	401	182,065			873,180		873,180	54
Money & Credits Refund	55	47,652						47,652		47,652	55
	56							0		0	56
	57							0		0	57
	58							0		0	58
	59							0		0	59
Total State	60	502,498	3,689,624	401	182,065	0	0	4,374,588	7,781	4,382,369	60
Local Grants and Reimbursements											
County Contributions	63		135,694					135,694		135,694	63
Library Service	64							0		0	64
Township Contributions	65							0		0	65
Fire/EMT Service	66							0		0	66
Ottumwa School District	67	190,527						190,527		190,527	67
Ottumwa Water & Hydro	68	74,956						74,956		74,956	68
Legacy Grant	69	10,000						10,000		10,000	69
Total Local Grants and Reimbursements	70	275,483	135,694	0	0	0	0	411,177	0	411,177	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	801,961	4,093,537	401	182,065	95,109	0	5,173,073	241,890	5,414,963	71
Section E -Charges for Fees and Service	72										72
Water	73							0		0	73
Sewer	74							0	6,664,526	6,664,526	74
Electric	75							0		0	75
Gas	76							0		0	76
Parking	77	28,449						28,449		28,449	77
Airport	78		108,132					108,132		108,132	78
Landfill/garbage	79	2,203,679						2,203,679	2,603,319	4,806,998	79
Hospital	80							0		0	80

REVENUE P4

CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

GAAP / Modified

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81										81
Transit	82							0		0	82
Cable TV	83							0		0	83
Internet	84							0		0	84
Telephone	85							0		0	85
Housing Authority	86							0		0	86
Storm Water	87							0		0	87
Other:	88										88
Nursing Home	89							0		0	89
Police Service Fees	90	22,478						22,478		22,478	90
Prisoner Care	91							0		0	91
Fire Service Charges	92		910					910		910	92
Ambulance Charges	93							0		0	93
Sidewalk Street Repair Charges	94							0		0	94
Housing and Urban Renewal Charges	95							0		0	95
River Port and Terminal Fees	96							0		0	96
Public Scales	97							0		0	97
Cemetery Charges	98		147,138					147,138		147,138	98
Library Charges	99		12,158					12,158		12,158	99
Park, Recreation, and Cultural Charges	100	548,672						548,672		548,672	100
Animal Control Charges	101							0		0	101
Recycling	102							0	68,072	68,072	102
Miscellaneous Charges for Services	103	2,560						2,560		2,560	103
Total Charges for Service	104	2,805,838	268,338	0	0	0	0	3,074,176	9,335,917	12,410,093	104
Section F - Special Assessments	106	15,634						15,634		15,634	106
Section G - Miscellaneous	107										107
Contributions	108	50,214	704,740			281,903		1,036,857	263,534	1,300,391	108
Deposits and Sales/Fuel Tax Refunds	109	173	26,704					26,877	293	27,170	109
Sale of Property and Merchandise	110	138,287	1,126,799					1,265,086	201,410	1,466,496	110
Fines	111	128,404						128,404	5,316	133,720	111
Internal Service Charges	112	1,757,515						1,757,515		1,757,515	112
Refunds/Reimbursements	113	11,497	78,852					90,349	1,351,580	1,441,929	113
	114							0		0	114
	115							0		0	115
	116							0		0	116
	117							0		0	117
	118							0		0	118
	119							0		0	119
Total Miscellaneous	120	2,086,090	1,937,095	0	0	281,903	0	4,305,088	1,822,133	6,127,221	120

REVENUE P5

CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

GAAP / Modified

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121	13,785,328	17,507,123	1,615,994	3,191,227	523,054	33,848	36,656,574	11,914,573	48,571,147	121
Section H - Other Financing Sources	123										123
Proceeds of capital asset sales	124	84,534						84,534		84,534	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125							0		0	125
Proceeds of anticipatory warrants or other short-term debt	126							0		0	126
Regular transfers in and interfund loans	127	8,325,423	4,459,385		1,041,165	2,601,155		16,427,128	11,243,503	27,670,631	127
Internal TIF loans and transfers in	128	20,000	71,480		827,978			919,458		919,458	128
	129							0		0	129
	130							0		0	130
Total Other Financing Sources	131	8,429,957	4,530,865	0	1,869,143	2,601,155	0	17,431,120	11,243,503	28,674,623	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132	22,215,285	22,037,988	1,615,994	5,060,370	3,124,209	33,848	54,087,694	23,158,076	77,245,770	132
Beginning Fund Balance July 1, 2023	134	6,658,686	17,733,804	98,982	148,805	5,099,218	2,748	29,742,243	21,782,942	51,525,185	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136	28,873,971	39,771,792	1,714,976	5,209,175	8,223,427	36,596	83,829,937	44,941,018	128,770,955	136

EXPENDITURES P6

CITY OF OTTUMWA
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024

GAAP / Modified

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	6,256,132	46,384					6,302,516		6,302,516	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5	843						843		843	5
Fire Department	6	3,207,349	256,252					3,463,601		3,463,601	6
Ambulance	7							0		0	7
Building Inspections	8							0		0	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	69,580						69,580		69,580	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	9,533,904	302,636		0	0	0	9,836,540		9,836,540	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	658,870	2,437,380					3,096,250		3,096,250	16
Parking Meter and Off-Street	17	32,118						32,118		32,118	17
Street Lighting	18		409,974					409,974		409,974	18
Traffic Control Safety	19		531,013					531,013		531,013	19
Snow Removal	20		223,759					223,759		223,759	20
Highway Engineering	21		28,111					28,111		28,111	21
Street Cleaning	22		212,396					212,396		212,396	22
Airport (if not an enterprise)	23		1,698,513					1,698,513		1,698,513	23
Garbage (if not an enterprise)	24	2,253,052						2,253,052		2,253,052	24
Other Public Works	25							0		0	25
Tree Trimming	26		75,625					75,625		75,625	26
Public Works Garage	27		740,703					740,703		740,703	27
Total Public Works	28	2,944,040	6,357,474		0	0	0	9,301,514		9,301,514	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33	770,530						770,530		770,530	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	770,530	0		0	0	0	770,530		770,530	39
Section D - Culture and Recreation	40										40
Library Services	41		989,589					989,589		989,589	41
Museum, Band, Theater	42	7,930						7,930		7,930	42
Parks	43	779,309						779,309		779,309	43
Recreation	44	586,560						586,560		586,560	44
Cemetery	45		541,427					541,427		541,427	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47							0		0	47
Depot Building	48	88,201						88,201		88,201	48
	49							0		0	49
Total Culture and Recreation	50	1,462,000	1,531,016		0	0	0	2,993,016		2,993,016	50

EXPENDITURES P7

CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, – Continued

GAAP / Modified

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52		532	39,138				39,670		39,670	52
Economic development	53	278,960		30,238				309,198		309,198	53
Housing and urban renewal	54		180,611	186,645				367,256		367,256	54
Planning and zoning	55	280,846	50,987					331,833		331,833	55
Other community and economic development	56		273,373	805				274,178		274,178	56
TIF Rebates	57			165,075				165,075		165,075	57
	58							0		0	58
Total Community and Economic Development	59	559,806	505,503	421,901	0	0	0	1,487,210		1,487,210	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	645,180						645,180		645,180	61
Clerk, Treasurer, Financial Administration	62	875,487						875,487		875,487	62
Elections	63							0		0	63
Legal Services and City Attorney	64							0		0	64
City Hall and General Buildings	65	88,188	307,299					395,487		395,487	65
Tort Liability	66		468,657					468,657		468,657	66
Other General Government	67							0		0	67
Human Resources	68	360,228	229,949					590,177		590,177	68
Information Technology	69	199,338						199,338		199,338	69
Total General Government	70	2,168,421	1,005,905		0	0	0	3,174,326		3,174,326	70
Section G - Debt Service	71							0		0	71
Principal/Interest/Fees	72				6,821,924			6,821,924		6,821,924	72
	73							0		0	73
Total Debt Service	74	0	0	0	6,821,924	0	0	6,821,924		6,821,924	74
Section H - Regular Capital Projects - Specify	75										75
Capital Improvements	76		2,350,028			2,897,129		5,247,157		5,247,157	76
Equipment	77					367,063		367,063		367,063	77
Subtotal Regular Capital Projects	78	0	2,350,028		0	3,264,192	0	5,614,220		5,614,220	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0	0	0		0	82
Total Capital Projects	83	0	2,350,028		0	3,264,192	0	5,614,220		5,614,220	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	84	17,438,701	12,052,562	421,901	6,821,924	3,264,192	0	39,999,280		39,999,280	84
	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

EXPENDITURES P8

CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, – Continued

GAAP / Modified

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88									0	88
Capital Outlay	89									0	89
Debt Service	90									0	90
Sewer and Sewage Disposal - Current Operation	91								4,802,759	4,802,759	91
Capital Outlay	92								10,119,994	10,119,994	92
Debt Service	93								586,000	586,000	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106								2,626,281	2,626,281	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112								2,537	2,537	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120									0	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type - Current Operation	123								634,505	634,505	123
Capital Outlay	124								535,452	535,452	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
	127									0	127
	128									0	128
Total Business Type Activities	129								19,307,528	19,307,528	129

EXPENDITURES P9

CITY OF OTTUMWA
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024 – Continued

GAAP / Modified

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	17,438,701	12,052,562	421,901	6,821,924	3,264,192	0	39,999,280	19,307,528	59,306,808	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	4,589,311	14,606,273			89,000	21,699	19,306,283	8,364,348	27,670,631	132
Internal TIF loans/repayments and transfers out	133			919,458				919,458		919,458	133
	134							0		0	134
Total Other Financing Uses	135	4,589,311	14,606,273	919,458	0	89,000	21,699	20,225,741	8,364,348	28,590,089	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	22,028,012	26,658,835	1,341,359	6,821,924	3,353,192	21,699	60,225,021	27,671,876	87,896,897	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140						14,897	14,897		14,897	140
Restricted	141		13,112,957	373,617	-1,612,749	4,870,235		16,744,060		16,744,060	141
Committed	142							0		0	142
Assigned	143							0		0	143
Unassigned	144	6,845,959						6,845,959		6,845,959	144
Total Governmental	145	6,845,959	13,112,957	373,617	-1,612,749	4,870,235	14,897	23,604,916		23,604,916	145
Proprietary	146								17,269,142	17,269,142	146
Total Ending Fund Balance June 30,	147	6,845,959	13,112,957	373,617	-1,612,749	4,870,235	14,897	23,604,916	17,269,142	40,874,058	147
Total Requirements (Sum of lines 136 and 147)	148	28,873,971	39,771,792	1,714,976	5,209,175	8,223,427	36,596	83,829,937	44,941,018	128,770,955	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies			
Libraries			
Police protection			
Sewerage			
Sanitation			
All other			

Part IV

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID	Amount
Total Salaries and Wages Paid	12,616,834

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year			Debt Outstanding JUNE 30, 2024						
Purpose	Line	Debt Outstanding JULY 1, 2023	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.								
Sewer Utility	2.	8,118,000		444,000			7,674,000		137,035
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.								
GO	10.	30,775,000		5,910,000	24,865,000				905,224
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
Total Long-Term		38,893,000	0	6,354,000	24,865,000	0	7,674,000	0	1,042,259

B. Short-Term Debt Amount

Outstanding as of July 1, 2023

Outstanding as of JUNE 30, 2024

DEBT LIMITATION FOR GENERAL OBLIGATIONS		Amount	
Part VI	Actual valuation -- January 1, 2022	1,185,180,116	59,259,005.8

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2024

Type of asset	Amount				
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
				47,469,125	47,469,125
If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.					

Notes & Remarks
REMARKS

received
9.24.24 11AM

bevilacqua

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 1, 2024

Finance

Department

O'Donnell

Prepared By

O'Donnell

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: 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

☐

Public hearing required if this box is checked.

☐

** The Board of Public Works for each Council Hearing must be alerted to the
City of Ottumwa, 1100 First St. East, Ottumwa, IA 52501. The Board will not
be present at the hearing.

RECOMMENDATION: Pass and adopt Resolution No. 215-2024 and execute the
agreement.

DISCUSSION: The resolution names UMB Bank N.A. of Des Moines as the paying agent
for the bank loan issuance for the landfill compactor. UMB acts as the
paying agent for our other debt issuances.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

\$758,000 General Obligation Capital Loan Notes, Series 2024B

- 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.

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

October 1, 2024

The City Council of the City of Ottumwa, State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at 5:30 P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

Bill Hoffman Jr., Keith Caviness, Dan Reid, Cara Galloway

Absent: Doug McAntire

Vacant: _____

* * * * *

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

AYES: Hoffman, Caviness, Reid, Galloway

NAYS: Absent: McAntire

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

RESOLUTION NO. 215-2024

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, \$758,000 General Obligation Capital Loan Note, Series 2024B, dated October 15, 2024 has been sold and action should 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 Note; and

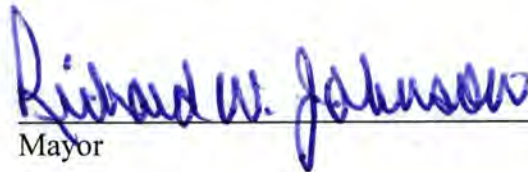
WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered Notes; and

WHEREAS, a Paying Agent, Note 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:


Section 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 1st day of October 2024.



Mayor

ATTEST:



City Clerk

received
9.24.24 11AM

11/22/24

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 1, 2024

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$758,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

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

☐ The Board of Supervisors may, upon Public Hearing, amend or rescind the Staff Summary. It is the policy of the Board to not amend the Staff Summary by passing the Resolution.

RECOMMENDATION: Pass and adopt Resolution No. 216-2024 and execute the agreement, file with the Wapello County Auditor for the levying of taxes, and approve the tax exempt certificate.

DISCUSSION: This is the loan agreement with Huntington Public Capital Corporation relating to the bank notes for the landfill compactor. The resolution also provides for a certification to the County Auditor for the levying of taxes and approves the tax exempt certificate. The certification for taxes is necessary as the notes are considered general obligation debt. The loan, however, will be paid entirely from landfill revenues.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed: No

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 \$758,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Council Member Galloway seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Hoffman, Caviness, Reid, Galloway

NAYS: Absent: McAntire

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

RESOLUTION NO. 216-2024

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$758,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION 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 financing works and facilities useful for the collection and disposal of solid waste, including the acquisition of a landfill compactor, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$800,000 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 above mentioned Notes are being sold by private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal previously accepted by the City.

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

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

- "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" or "Note" shall mean \$758,000 General Obligation Capital Loan Notes, Series 2024B, authorized to be issued by this Resolution.
- "Paying Agent" 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 as Issuer's Agent to provide for the payment of principal of and interest on the Note as the same shall become due.
- "Project" shall mean the costs of financing works and facilities useful for the collection and disposal of solid waste, including the acquisition of a landfill compactor.
- "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 Note. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Note.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Finance Director 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) Levy of Annual Tax. 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:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$123,320.44	2024/2025*
\$179,140.50	2025/2026
\$179,211.50	2026/2027
\$179,051.50	2027/2028
\$179,660.50	2028/2029

*Payable from available cash on hand.

(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) Resolution to be Filed With County Auditor. A certified copy of this Resolution 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) Additional City Funds Available. 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. Note Fund. 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 "2024B 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. Application of Note Proceeds. 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. Investment of Note Fund Proceeds. 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, 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, 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) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$758,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 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 2024B", be dated October 15, 2024, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2025, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Note 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 Note shall be issued as a single note in the denomination of \$758,000. The Note shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$758,000.00	3.850%	2029*

*Term Note Final Maturity

b) Redemption.

i. Optional Redemption. The Note may be called for optional redemption by the Issuer on June 1, 2027 or any date thereafter, from any funds regardless of source, in whole but not in part. 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. The Note 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.

ii. Mandatory Payment and Redemption of Term Note. The Note is subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Interest Rate	Maturity June 1st
\$105,000.00	3.850%	2025
\$154,000.00	3.850%	2026
\$160,000.00	3.850%	2027
\$166,000.00	3.850%	2028
\$173,000.00	3.850%	2029*

*Final Maturity

Section 7. Registration of Note; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Note may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Note, 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 Note for the payment of principal of and interest on the Note as provided in this Resolution. The Note shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Note and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Note 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 the 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) Registration of Transferred Note. In all cases of the transfer of the Note, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Note, in accordance with the provisions of this Resolution.

(d) Ownership. The person in whose name the ownership of the Note 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 Note 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) Cancellation. The Note, once redeemed, shall not be reissued but shall be cancelled by the Registrar. Once cancelled by the Registrar the Note 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 Note to the Issuer.

(f) Non-Presentation of Note. In the event any payment check representing payment of principal of or interest on the Note is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date (provided that presentation or surrender of any Note shall not be required until payment in full), if funds sufficient to pay such

principal of or interest on Note 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 Note 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 Note 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 Note. 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 Note of whatever nature shall be made upon the Issuer.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. 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 9. Record Date. 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 10. Execution, Authentication and Delivery of the Note. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Note to the Registrar, who shall authenticate the Note and deliver the same to or upon order of the Original 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 Note shall be authenticated and delivered by the Registrar, unless and until there shall have been provided the following:

- ◆ 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 directing the authentication and delivery of the Note to or upon the order of the Original Purchaser upon payment of the purchase price as set forth therein;
- ◆ The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Note proposed to be issued.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. 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 2024B"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: October 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, to

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

or registered assigns, the principal sum of SEVEN HUNDRED FIFTY-EIGHT THOUSAND DOLLARS in lawful money of the United States of America, in accordance with debt service schedule attached hereto as Exhibit A 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 on the attached Exhibit A, payable on June 1, 2025, 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 and 384.25 of the Code of Iowa, for the purpose of paying costs of financing works and facilities useful for the collection and disposal of solid waste, including the acquisition of a landfill compactor, 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.

The Note may be called for optional redemption by the Issuer and paid before maturity on June 1, 2027 or any date thereafter, from any funds regardless of source, in whole but not in part. 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. The Note 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.

The Note is subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 3.850% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Interest Rate	Maturity June 1st
\$105,000.00	3.850%	2025
\$154,000.00	3.850%	2026
\$160,000.00	3.850%	2027
\$166,000.00	3.850%	2028
\$173,000.00	3.850%	2029*

*Final Maturity

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., West Des Moines, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, 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. The Note shall be negotiable as provided in Article 8 of the Uniform Commercial Code and 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 the City Clerk.

UMB BANK, N.A.

, Registrar

By: _____
Authorized Signature

Registrar and Transfer Agent:

UMB BANK, N.A.

Paying Agent:

UMB BANK, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF OTTUMWA, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Information Required for Registration)

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:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian

(Cust) (Minor)

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 13. 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 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 15. Non-Arbitrage Covenants. 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 16. Approval of Tax Exemption Certificate. 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 17. Additional Covenants, Representations and Warranties of the Issuer. 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 18. Amendment of Resolution to Maintain Tax Exemption. 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.

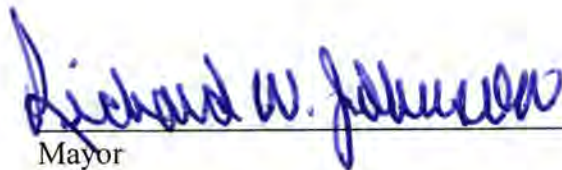
Section 19. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal

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 20. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 21. Severability Clause. 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.

PASSED AND APPROVED this 1st day of October, 2024.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)


) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 1st day of October, 2024.


City Clerk, City of Ottumwa, State of Iowa

(SEAL)

TAX EXEMPTION CERTIFICATE

of

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

\$758,000 General Obligation Capital Loan Notes, Series 2024B

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 is made and entered into on October 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 \$758,000 General Obligation Capital Loan Notes, Series 2024B (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 \$758,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2024B, 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 Loan Agreement as 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 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(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 paid by the Purchaser of the Bonds. The Issue Price is \$758,000, as set forth in Exhibit A.
- "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 \$37,900.
- "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 financing works and facilities useful for the collection and disposal of solid waste, including the acquisition of a landfill compactor 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 Huntington Public Capital Corporation of Las Vegas, Nevada, 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 October 1, 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 Bond Purchase Agreement.

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.

(l) 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 received at Closing are expected to be deposited and expended as follows:

(a) \$24,244.00 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); and

(b) \$733,756.00 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.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of financing works and facilities useful for the collection and disposal of solid waste, including the acquisition of a landfill compactor.

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 used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. 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) Expenditure Test. 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) Due Diligence Test. 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 have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 3.847796 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:

- Six Month Exception

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

- 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:

- 1) 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 twelve-month 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 5%. 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.

If the Issuer fails to meet one of the foregoing expenditure schedules, 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 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 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 is deemed to have 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 tax-exempt 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:

\$758,000 General Obligation Capital Loan Notes, Series 2024B (Covered by this Certificate)

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

(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

(SEAL)

EXHIBIT "A"

OTTUMWA, IOWA - \$758,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024B

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of Huntington Public Capital Corporation, of Las Vegas, Nevada (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. ***Purchase of the Bonds.*** On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$758,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms.***

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

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

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

Huntington Public Capital Corporation, of Las Vegas, Nevada, as Purchaser

By: _____

Name: _____

Dated: October 15, 2024

received
9-26-24 950

Item No. I.-6.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 1, 2024

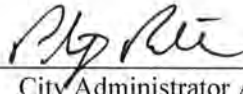
Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 217-2024: Resolution Authorizing Execution of a Termination Agreement By and Between the City of Ottumwa and Twentyone Properties, LLC Terminating the Purchase and Development Agreement By and Between the City of Ottumwa and Twentyone Properties, LLC

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 217-2024.

DISCUSSION: The City entered into a development agreement with Twentyone Properties, LLC that included a purchase option for property and a framework for incentives for an in-fill residential housing project. The project was contingent on Twentyone Properties obtaining Workforce Housing Tax Credits, which unfortunately were not awarded in August.

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

This agreement terminates the prior agreement and releases the lots covered by it for sale. Staff believes the previous agreement could serve as a framework or template for a future project with Twentyone Properties/Kading Properties. Staff is optimistic about future opportunities. However, looking at scoring and feedback, Staff believes that pursuing and receiving the Iowa Thriving Communities designation will improve the changes for future applications. Staff will be pursuing that designation.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

October 1, 2024

5:30 P.M.

- Resolution authorizing execution of a Termination Agreement by and between the City of Ottumwa and Twentyone Properties, L.L.C. terminating the Purchase and Development Agreement by and between the City of Ottumwa and Twentyone Properties, L.L.C.

IMPORTANT INFORMATION

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

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

RESOLUTION NO. 217-2024

RESOLUTION AUTHORIZING EXECUTION OF A TERMINATION AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND TWENTYONE PROPERTIES, L.L.C. TERMINATING THE PURCHASE AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND TWENTYONE PROPERTIES, L.L.C.

WHEREAS, the City of Ottumwa, Iowa ("City") and Twentyone Properties, L.L.C. ("Developer") previously entered into a Purchase and Development Agreement dated May 21, 2024, as amended by a First Amendment dated July 16, 2024, (collectively the "Agreement"); and

WHEREAS, the Agreement proposed that the City would sell certain real property to the Developer (the "Development Property"); and

WHEREAS, the Developer was not awarded tax credits for its proposed project on the Development Property and therefore did not deliver notice to the City before the end of the Due Diligence Period (as defined in the Agreement) identifying the lots that it desired to purchase; and

WHEREAS, the City and Developer have agreed to terminate the Agreement by execution of a Termination Agreement by and between the City and Developer.


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

Section 1. That the form and content of the Termination Agreement, the provisions of which are incorporated herein by reference, are hereby approved, and the Mayor and the City Clerk are hereby authorized, empowered, and directed to execute, attest, seal, and deliver the Termination Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers.

PASSED AND APPROVED this 1st day of October, 2024.


Mayor

ATTEST:


City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City 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 (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no 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 City hereto affixed this 1st day of October, 2024.



City Clerk, City of Ottumwa, State of Iowa


(SEAL)

**TERMINATION AGREEMENT
CONCERNING
PURCHASE AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF OTTUMWA, IOWA
AND
TWENTYONE PROPERTIES, L.L.C.**

Pursuant to the terms and conditions of this termination agreement ("Termination Agreement"), entered into on or as of October 1, 2024, the CITY OF OTTUMWA, IOWA, a municipality ("City") and TWENTYONE PROPERTIES, L.L.C., an Iowa limited liability company ("Developer") mutually agree to terminate that certain Purchase and Development Agreement by and between the City and Developer dated May 21, 2024, and amended by a First Amendment dated July 16, 2024 (collectively the "Agreement"), that concerns the sale and development of certain property legally described on Exhibit A attached hereto (the "Development Property").

WHEREAS, the Developer was not awarded tax credits for its proposed project on the Development Property and therefore did not deliver notice to the City before the end of the Due Diligence Period identifying the lots that it desired to purchase; and

WHEREAS, the Parties now desire to terminate the Agreement as set forth below.

NOW THEREFORE, in consideration of the premises and the mutual obligations of the Parties hereto, the receipt and sufficiency of which is hereby acknowledged, each of them does hereby covenant and agree with the other as follows:

Section 1. Termination. The Parties hereby agree that the Agreement is hereby terminated and shall have no further effect of any kind.

Section 2. Mutual Release. The City and Developer hereby waive any claims against one another related to rights or obligations under the Agreement and hereby agree to release their rights to pursue any remedies under the Agreement. The Parties agree that the release set forth in this Section 2 shall be construed to be and shall remain in effect in all respects as a complete general release as to the matters herein related.

Section 3. Definitions, Titles of Sections. Terms used herein and not otherwise defined shall have the meaning assigned to them in the Agreement. Any titles of the several parts and Sections of this Termination Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 4. Counterparts. This Termination Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5. Governing Law. This Termination Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 6. Entire Agreement. This Termination Agreement reflects the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Termination Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 7. Authority to Execute. Developer represents and warrants that Developer has not assigned any of its rights or interests in the Agreement. Developer represents and warrants that it has duly obtained all necessary approvals and consents for the execution and delivery of this Termination Agreement, and has full power and authority to execute and deliver this Termination Agreement.

Section 8. Successors and Assigns. This Termination Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City has caused this Termination Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Termination Agreement to be duly executed in its name and on its behalf by its authorized representative(s), all on or as of the day first above written.

(SEAL)

CITY OF OTTUMWA, IOWA

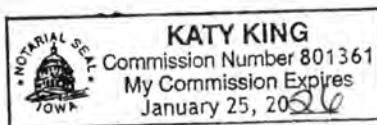
By: Richard W. Johnson
Richard Johnson, Mayor

ATTEST:

By: Christina Reinhard
Christina Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 1st day of October, 2024, before me a Notary Public in and for said State, personally appeared Richard Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King
Notary Public in and for the State of Iowa

[Signature page to Termination Agreement – City of Ottumwa]

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

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

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received
9-26-24 950

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 1, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 218-2024; Resolution Approving the Final Plat of Point Isabelle Subdivision in the City of Ottumwa, Wapello County, Iowa

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

RECOMMENDATION: Pass and adopt Resolution No. 218-2024.

DISCUSSION: The applicant has submitted the proposed final plat for Point Isabelle Subdivision for preliminary and final plat review. The subdivision divides the existing ~42.5 acre property into three parcels each between 10.5 and 16 net acres. The north ~230 feet of each Lot would be in the City limits while the remainder of each lot would be in rural Wapello County. There is an existing home on proposed Lot 3, the two remaining lots do not have

Source of Funds:

Budgeted Item: ☐ Budget Amendment Needed:

existing developments and would be available for future development. Lots 2 and 3 have direct frontage on Point Isabelle Road, Lot 1 would be accessed by a proposed permanent easement.

Staff is satisfied the subdivision has the required elements for recording and that the proposed Lots 1, 2 and 3 fulfill the requirements of City Code Chapter 33, Subdivisions. The Plan and Zoning Commission recommended approving the final plat the September 9, 2024 meeting.

RESOLUTION NO. 218-2024

A RESOLUTION APPROVING THE FINAL PLAT OF POINT ISABELLE SUBDIVISION IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

WHEREAS, Point Isabelle Subdivision, City of Ottumwa, Wapello County, Iowa, is being described as follows, to-wit:

Point Isabelle Subdivision is a subdivision of Parcel "A" being a part of the Southeast Quarter of the Southeast Quarter, and a part of the Southwest Quarter of the Southeast Quarter, all in Section 2, Township 71 North, Range 14 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows: Beginning 33.00 feet east of the SW corner of said SE 1 / 4 SE 1 / 4; said point being the SE corner of the West one acre of said SE 1 / 4 SE 1 / 4; thence N 0°41'00" W 528.00 feet; thence N 90°00'00" W 825.00 feet to the NW corner of the South 2/5 of the East 3/5 of said SW 1/4 SE 1/4; thence N 0°37'10" W 791.00 feet to the north line of said SW 1/4 SE 1/4; thence N 90°00'00" E 1711.64 feet; thence S 5°13'30" E 230.92 feet; thence N 86°37'10" E 91.50 feet; thence S 5°59'20" E 60.38 feet; thence N 83°51'20" E 84.55 feet; thence S 1°09'50" E 44.88 feet; thence N 84°01'05" E 201.87 feet to the east line of said SE 1/4 SE 1/4 thence S 0°44'40" E 461.88 feet along said east line to the extension of an existing fence line: thence S 84°05'45" W 590.53 feet along said fence line to the NW corner thereof; thence S 2°39'40" W 329.65 feet along said fence line and said fence line extended to the centerline of the existing roadway; thence S 82°10'30" W 372.69 feet along said centerline: thence Southwesterly 264.10 feet along a 399.74 foot radius curve concave southeasterly, tangent to the preceding course, and have a chord which bears S 63°12'20" W 259.33 feet to the south line of said SE 1 / 4 SE 1 / 4; thence S 90°00'00" W 78.80 feet to the point of beginning containing 42.59 acres and subject to the County Road containing 0.99 acres along the east and southerly side thereof. The South line of the SE East according to the

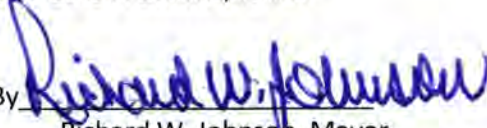
WHEREAS, the Ottumwa Planning and Zoning Commission recommended approval of the Point Isabella Subdivision Final Plat at its September 9, 2024 meeting; and

NOW, THEREFORE, be it resolved by the City Council of the City of Ottumwa, Iowa:

That the Final Plat known as Point Isabella Subdivision, City of Ottumwa, Wapello County, Iowa, is hereby accepted, and the Mayor and the City Clerk are hereby authorized to sign the plat and attest to the same and certify a true copy of this Resolution to the County Recorder of Wapello County, Iowa, as provided by law and all other public officers as required by law.

Passed and adopted this 1st day of October 2024.

CITY OF OTTUMWA, IOWA

By 
Richard W. Johnson, Mayor

ATTEST:


Chris Reinhard

Chris Reinhard, City Clerk

INDEX LEGEND	
LOCATION:	PARCEL A OF SE-SW AND SW-SE, SECTION 2-71-14, WAPELLO COUNTY, IOWA
PROPRIETOR:	RUSSELL A. KIRK
REQUESTED BY:	RUSSELL A. KIRK
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



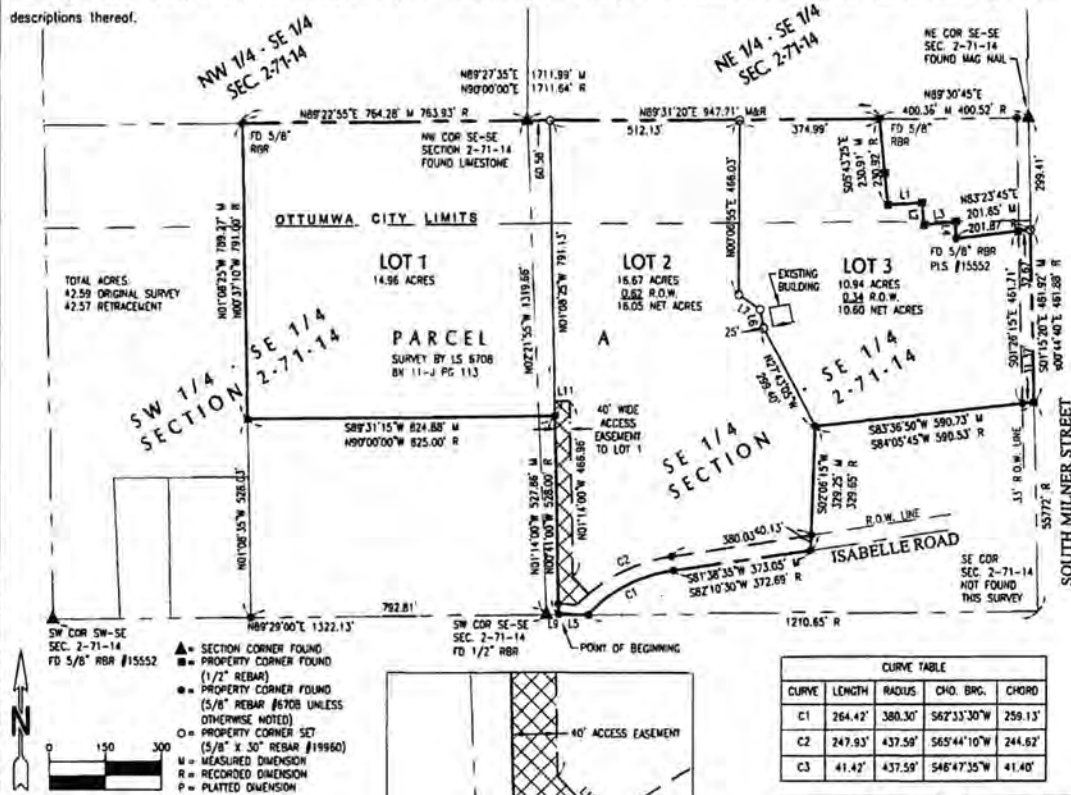
GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE

FINAL PLAT - POINT ISABELLE SUBDIVISION

Point Isabelle Subdivision is a subdivision of Parcel "A" being a part of the Southeast Quarter of the Southeast Quarter, and a part of the Southwest Quarter of the Southeast Quarter, all in Section 2, Township 71 North, Range 14 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows: Beginning 33.00 feet east of the SW corner of said SE 1/4 SE 1/4; said point being the SE corner of the West one acre of said SE 1/4 SE 1/4; thence N 0°41'00" W 528.00 feet; thence N 90°00'00" W 825.00 feet to the NW corner of the South 2/5 of the East 3/5 of said SW 1/4 SE 1/4; thence N 0°37'10" W 791.00 feet to the north line of said SW 1/4 SE 1/4; thence N 90°00'00" E 1711.64 feet; thence S 5°13'30" E 230.92 feet; thence N 86°37'10" E 91.50 feet; thence S 5°59'20" E 60.38 feet; thence N 83°51'20" E 84.55 feet; thence S 1°09'50" E 44.88 feet; thence N 84°01'05" E 201.87 feet to the east line of said SE 1/4 SE 1/4 thence S 0°44'40" E 461.88 feet along said east line to the extension of an existing fence line; thence S 84°05'45" W 590.53 feet along said fence line to the NW corner thereof; thence S 2°39'40" W 329.65 feet along said fence line and said fence line extended to the centerline of the existing roadway; thence S 82°10'30" W 372.69 feet along said centerline; thence Southwesterly 264.10 feet along a 399.74 foot radius curve concave southeasterly, tangent to the preceding course, and have a chord which bears S 63°12'20" W 259.33 feet to the south line of said SE 1/4 SE 1/4; thence S 90°00'00" W 78.80 feet to the point of beginning containing 42.59 acres and subject to the County Road containing 0.99 acres along the east and southerly side thereof. The South line of the SE 1/4 of said Section 2 is taken to bear due East according to the descriptions thereof.



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHD. BRC.	CHORD
C1	264.42'	380.30'	S62°33'30"W	259.13'
C2	247.93'	437.59'	S65°44'10"W	244.62'
C3	41.42'	437.59'	S46°47'35"W	41.40'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°07'40"E	91.53'
L2	S06°20'55"E	60.33'
L3	N83°36'15"E	84.68'
L4	S01°47'50"E	45.03'
L5	S89°59'30"W	78.80'
L6	N10°40'00"W	50.00'

LINE TABLE		
LINE	BEARING	LENGTH
L7	N55°02'55"W	70.00'
L8	S89°59'50"W	50.74'
L9	S89°59'50"W	32.90'
L10	S43°09'25"E	62.13'
L11	N88°51'35"E	39.94'
L12	N01°14'00"W	28.01'

APPROVAL OF WAPELLO COUNTY

CITY OF OTTUMWA
PLANNING AND ZONING

COUNTY SUPERVISOR

COUNTY AUDITOR

COUNTY ENGINEER

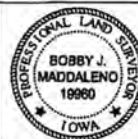
COUNTY ZONING ADMIN

DATE OF FIELDWORK: JAN. 18, 2024
BASIS OF BEARINGS: IOWA RCS, ZONE 12, RED OAK-OTTUMWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno 5-24-24
Bobby J. Maddaleno, P.L.S.
License number: 19980
My license renewal date is December 31, 2025

Pages or sheets covered by this plat: 1

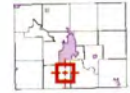


POINT ISABELLE SUBDIVISION
ALL OF PARCEL A IN THE
SE-SE & SW-SE OF SEC. 2-71-14
WAPELLO COUNTY, IOWA

DATE: 02/05/24 DRN. TRH APP.
FLD.BK. PROJ.NO. 7023358



Overview



Legend

-  Easements
-  Lots
- Parcels**
 -  <blank>
 -  <blank>
 -  Subdivisions
 -  City Limits
 -  Parcel Symbols
 -  Right-of-Way Line
 - Roads**
 -  Sections
 -  Section Center
 -  Quarter Lines
 -  Quarter Quarter Lines

Date created: 9/3/2024
Last Data Uploaded: 9/3/2024 6:02:24 AM

Developed by  **Schneider**
GEOSPATIAL

received
9-26-24 230
CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 1, 2024

Engineering
Department

Phillip Burgmeier
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Resolution #222-2024. Awarding the contract 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 #222-2024.

DISCUSSION: Plans for this project were posted on the City’s website, submitted to Master Builders of Iowa, and were available for pick up in the Engineering Office. An announcement was published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on August 28, 2024 at 2:00 p.m. One (1) bid was received. The low bidder is WRH, Inc. of Amana, Iowa in the amount of \$399,800.00.

The bid is 30% above the initial estimate of \$306,574, and 23% above an updated estimate from the Engineer received prior to bidding of \$324,976. The difference was mainly due to underestimating the amount of coordination and assistance required between Howden and the prime contractor as well as underestimating the cost of instrumentation and controls.

A letter from the Engineers is included recommending award of the contract to WRH, Inc.

Bid Tab and Plan Holders List are attached.

Project Contract: \$399,800.00
Remainder of Aeration Project Budget: \$267,742.00
Balance - WPCF Capital Improvement Account: \$132,058.00

RESOLUTION #222-2024

A RESOLUTION AWARDING THE CONTRACT FOR THE
WPCF AERATION SYSTEM IMPROVEMENTS PROJECT

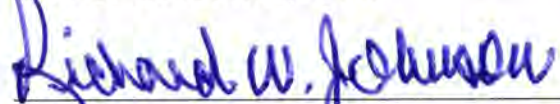
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, WRH, Inc. of Amana, Iowa in the amount of \$399,800.00.

APPROVED, PASSED, AND ADOPTED, this 1st day of October, 2024.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



September 16, 2024

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

RE: Recommendation to Accept Bid and Award Project
WPCF Aeration System Control Improvements

Dear Mr. Burgmeier:

On August 27, 2024, the City of Ottumwa, IA opened bids for the Water Pollution Control Facility (WPCF) Aeration System Control Improvements. No Addendums were issued prior to the bid opening. A total of one (1) bid was received.

In evaluation of the bid, there were no errors or omissions in the bid received. WRH, Inc. was the sole bidder and was responsive to the requirements of the bidding documents.

WRH, Inc.'s total base bid was \$399,800. The most recent Engineer's Opinion of Probable Cost (EOPC) was \$324,976.

Following the evaluation of the bid received and State of Bidder, HDR recommends awarding the project to WRH, Inc as we believe their bid price is fair and reasonable with the instability of the current bidding environment.

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

Sincerely,

HDR ENGINEERING, INC

Kevin F. Newman, P.E.
Senior Process Engineer

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

BID TABULATION
CITY OF OTTUMWA, IA
WPCF, AERATION SYSTEM CONTROL IMPROVEMENTS
9/18/2024

		Engineers Estimate	WRH, Inc.
Item No.	Description	Lump Sum Price	Lump Sum Price
1	Lump Sum Base Bid Price	\$324,976.00	\$399,800.00
Total Lump Sum Base Bid Price		\$324,976.00	\$399,800.00

I HEREBY CERTIFY THAT THE FOREGOING IS AN ACCURATE REPRESENTATION AND TABULATION OF ALL BIDS RECEIVED AND THAT THE MATHEMATICS HAVE BEEN CHECKED AND IS TO THE BEST OF MY KNOWLEDGE CORRECT:

PROJECT MANAGER: Kevin F. Neuman DATE: 9/18/2024

Plan Holder Report as of 08/26/2024 03:57 PM CDT

City of Ottumwa WPCF Aeration System Control Improvements

Quest eBidDoc™ Number: 9261617

Closing Date: Wed, 08/28/2024 02:00 PM CDT **Posting Type:** Construction Project **Owner Name:** City of Ottumwa **Solicitor Name:** HDR - Sioux Falls

Contact: Kevin Newman **Phone:** 605-977-7740 **Email:** kevin.newman@hdrinc.com

<u>Company Name & Address</u>	<u>Contact Name/Email Address</u>	<u>Phone/Fax</u>	<u>Bus. Cert</u>	<u>Bus. Desig</u>	<u>Entry Date</u>	<u>Doc Type</u>	<u>Comments</u>
Automatic Systems P.O Box 120359, St. Paul, MN-55112	Jake McFarland jmcfarland@automaticsystemsco.com	651-631-9005 651-631-0027		Supplier	08/08/2024	eBidDoc	
Minnesota Builders Exchange 1123 Glenwood Ave, Minneapolis, MN-55405	David Siegel addenda@mbex.org	612-381-2625		Plan Room	08/08/2024	eBidDoc	
Electric Pump/Mc2 4280 E 14th Street, Des Moines, IA-50313	Kyle Zaegel kzaegel@electricpump.com	800-383-7867		Supplier	08/08/2024	eBidDoc	
Quest Construction Data Network PO Box 517, Shakopee, MN-55379	QuestCDN Support and Sales skahl@questcdn.com	952-233-1632		Other	08/08/2024	eBidDoc	
WRH, Inc. 1648 T Ave, South Amana, IA - 52334	Bruce Marsh bmarsh@wendlerinc.com	319.622.3816		Unknown	08/08/2024	eMailed	
Minturn, Inc. PO Box 369, Brooklyn, IA - 52211	Clint estimating@minturninc.com	641.455.0331		Unknown	08/16/2024	Unknown	
Mellen CBIA 3404 S. 11th Street, Council Bluffs, IA-51501	Eric Deters edeters@melleninc.com	712-322-9333		Supplier	08/22/2024	eBidDoc	
Malloy Electric Supply SF 809 W Russell St, Sioux Falls, SD-57104	Todd Olmschenk malloybids@malloyelectric.com	651-802-0056		Supplier	08/22/2024	eBidDoc	



Item No. I.-9.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 1, 2024

Phillip Burgmeier

Prepared By


Department Head

Engineering
Department


City Administrator Approval

AGENDA TITLE: Resolution #223-2024. Awarding the contract and approving the contract, bond, and certificate of insurance for the Church Street Crosswalks 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 #223-2024.

DISCUSSION: This project will place stamped concrete crosswalks with ADA ramps across Church Street located at Ransom Street and Davis Street. A painted crosswalk with ADA ramps will be installed at Moore Street.

Plans for the project were posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office.

Bids were received and opened by the City of Ottumwa on September 18, 2024 at 2:00 p.m. Two (2) bids were received. The lowest responsible bidder is DC Concrete & Construction of Douds, Iowa in the amount of \$36,820.50.

Attached are the required bonds, certificate of insurance, and signed contract with DC Concrete & Construction of Douds, Iowa and they are on file with the City Clerk.

The Plan Holders List and Bid Tab are attached.

Estimated Cost: \$40,000.00

Source of Funds: Sidewalk/Curb 307-7-725 Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #223-2024

A RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT,
INSURANCE AND BOND FOR THE CHURCH STREET CROSSWALKS PROJECT

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

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete & Construction of Douds, Iowa, in the amount of \$36,820.50 based on total unit price and estimated quantities; and,

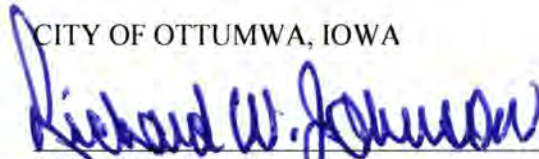
WHEREAS, Bids were received, proper, and mathematically correct; and

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, DC Concrete & Construction of Douds, Iowa in the amount of \$36,820.50. The contract, bond and certificate of insurance for the above referenced project are hereby approved.

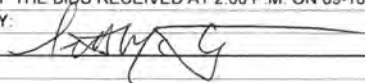
APPROVED, PASSED, AND ADOPTED, this 1st day of October, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

Church Street Crosswalks									
9/18/2024									
ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE			DC Concrete		TK Concrete	
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Modified Subbase	TN	15	\$ 25.00	\$375.00	\$ 32.50	\$487.50	\$40.00	\$600.00
2	Curb and Gutter, 2.5'	LF	110	\$ 50.00	\$5,500.00	\$ 54.00	\$5,940.00	\$35.00	\$3,850.00
3	6" sidewalk	SY	85	\$ 85.00	\$7,225.00	\$ 75.00	\$6,375.00	\$75.00	\$6,375.00
4	Detectable Warnings	SF	90	\$ 70.00	\$6,300.00	\$ 60.00	\$5,400.00	\$45.00	\$4,050.00
5	Stamped Crosswalk	SY	70	\$ 180.00	\$12,600.00	\$ 160.00	\$11,200.00	\$170.00	\$11,900.00
6	Pavement / Sidewalk Removal	SY	186	\$ 10.00	\$1,860.00	\$ 13.00	\$2,418.00	\$17.50	\$3,255.00
7	Traffic Control	LS	1	\$ 1,500.00	\$1,500.00	\$ 2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
8	Mobilization	LS	1	\$ 3,000.00	\$3,000.00	\$ 3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
TOTAL					\$38,360.00		\$36,820.50		\$39,530.00
I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 09-18-2024 BY: 									

PLAN HOLDERS LIST

Church Street Crosswalks
Ottumwa, Iowa 52501

Engineer's Estimate: \$40,000.00

Plan Deposit: \$40.00 (\$40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	DC Concrete & Construction 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	641-919-0636	Emailed 9/4/2024			
2	Cremer Concrete 606 Goode Street Bloomfield, IA 52537 cremerconcrete@hotmail.com	641-777-5925	Emailed 9/4/2024			
3	TK Concrete, Inc. 1608 Fifield Rd Pella, IA 50219 tvm@vermeergroup.com ; kirk@vermeergroup.com	641-628-4590	Emailed 9/4/2024			
4	Drish Construction 1701 S Main St Fairfield IA 52556 drish.brandon@gmail.com	641-472-9506	Emailed 9/4/2024			
5	McClure & Co. Concrete 12040 Rose Avenue Floris, IA 52560 mcclure4m@gmail.com	641-208-5000	Emailed 9/4/2024			
6	Jones Contracting Corp PO Box 156 West Point, IA 52656 pjones@jonescontractingcorp.com	319 837-8129	Emailed 9/4/2024			
7	Howrey Construction, Inc. 1609 Garfield St. SW Bondurant, IA 50035 brian@howreyconstruction.com	712-830-8282	City Website 9/10/2024			
8						
9						
10						
11						
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	Notice of Project 9/4/2024			
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	Notice of Project, P&S 9/4/2024			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/24/2024

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

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

PRODUCER Fortress Insurance Services 7701 Douglas Avenue Urbandale IA 50322	CONTACT NAME: Chad McMullin PHONE (A/C, No, Ext): (515) 225-1712 FAX (A/C, No): (515) 225-1749 E-MAIL ADDRESS: chad@thefortress.net																					
INSURED Dc Concrete & Construction Llc 15476 Emerald Rd Douds IA 52551-8104	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Owners Insurance Company</td><td>32700</td></tr><tr><td>INSURER B:</td><td>Auto-Owners Insurance Co</td><td>18988</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Owners Insurance Company	32700	INSURER B:	Auto-Owners Insurance Co	18988	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	Auto-Owners Insurance Co	18988																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2492418850**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
							Premises/Operations \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **October 1, 2024**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete & Construction of Douds, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"Church Street Crosswalks – Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **November 30, 2024** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$36,820.50** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

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 Iowa statutes must be provided.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By

Richard W. Johnson

Title Mayor

ATTEST:

Christine Runherd

Title City Clerk

DC Concrete & Construction
Contractor

By

Budget Corp

Title Owner

Address 15476 Emerald RD

City, State, Zip Dows, IA 52551

SECTION 00510

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

Bond Number

7471308

DC Concrete & Construction LLC, 15476 Emerald Rd, Douds, IA 52551

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

Old Republic Surety Company, 18500 W Corporate Drive, Suite 170, Brookfield, WI 53045

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

Thirty Six Thousand Eight Hundred Twenty and 50/100

10/1/2024

PENAL SUM OF BOND *(Expressed in words and numerals)*

KNOW ALL BY THESE PRESENTS:

That we, DC Concrete & Construction LLC, as Principal

(hereinafter the "CONTRACTOR" or "PRINCIPAL" and

Old Republic Surety Company, as SURETY are held and firmly bound unto *the*

City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of

Thirty Six Thousand Eight Hundred Twenty and 50/100

dollars (\$ 36,820.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the 1st day of October, 2024, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: Church Street Crosswalks

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

This project will place stamped concrete crosswalks with ADA ramps across Church Street located at Ransom Street and Davis Street. A painted crosswalk with ADA ramps will be installed at Moore Street.

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

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

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

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

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

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

Project No. _____
(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this 1st day of October, 2024.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

DC Concrete & Construction LLC
Contractor

By: Bridget Ceffner
Signature
Owner
Title

SURETY:

Old Republic Surety Company
Surety Company

By: Kamri Wolfe
Signature Attorney-in-Fact Officer

Kamri Wolfe
Printed Name of Attorney-in-Fact Officer

ZipBonds, LLC
Company Name

3737 Woodland Ave., Suite 505
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS
7735 Old Georgetown Road, Suite 900
Bethesda, MD 20814
Tel: 240.200.1270
Fax: 240.200.1295
www.nasbp.org

NASBP White Paper: Resident Agent Countersignature Laws Have Been Eradicated and Violate the Law in Every U.S. State

The purpose of this short white paper is to inform the reader that resident agent countersignature laws have been eradicated throughout the United States and its territories (with the exception of Guam, where it has not been challenged). Any bid, performance, or payment bond that requires a resident agent countersignature or a resident agent signature violates the law, as such requirements have been held unconstitutional by federal courts throughout the United States or have been repealed by state legislatures, because such requirements impermissibly favor licensed resident agents over licensed non-resident agents. It is not the countersignature requirement that is problematic; it is the *resident agent* countersignature requirement that violates the law.

The National Association of Surety Bond Producers (NASBP) is aware that officials in some state and local agencies are not informed about the illegality of resident agent countersignature mandates. These officials will improperly reject a bid based on lack of a required resident agent countersignature or improperly refuse to accept performance and payment bonds based on lack of a required resident agent countersignature. NASBP receives dozens of member requests each year to send comment letters to public agencies that have included the unlawful resident agent countersignature requirement in their surety bonds.

Countersignature laws date back to the early twentieth century when states passed the laws as a consumer protection measure. The regulations requiring non-resident agents to receive sign-off by a local resident agent were originally intended to ensure compliance with local insurance laws. Those regulations also meant that out-of-state agents had to pay local agents for their signatures. By the 1990s, technology made the countersignature laws an anachronism of regulation. The movement to repeal countersignature laws began in the 1990s and ended in 2008 when the Ninth Circuit struck down Nevada's countersignature law. This movement was spearheaded by The Council of Insurance Agents & Brokers.

One of the most well-known and widely quoted cases on this matter is *Council of Insurance Agents and Brokers v. Tom Gallagher*, 287 F. Supp. 2d 1302 (N.D. Fla. 2003), in which the U.S. District Court for the Northern District of Florida struck down a Florida statute that impermissibly favored resident agents. The district court determined that there was no rational basis for a distinction between Florida licensed resident agents and Florida licensed non-resident agents and declared unconstitutional the Florida statute at issue that discriminated against Florida-licensed non-resident agents.

Agency officials may want to have the agency's bond forms reviewed to ensure that its bonds do not contain an illegal resident agent signature or countersignature requirement. The bonds should contain a licensed (resident OR non-resident) agent requirement.

October 2018



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **Zachary Mefferd, Zachary Matter, Havilah Watson, Jimmy L. Brown, Shannon L. Cox, Tina Bockholt, Kamri Wolfe** of West Des Moines, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25th day of July, 2024.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25th day of July, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0605



Signed and sealed at the City of Brookfield, WI this

18 day of October, 2024
Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Zip Bonds, LLC.

received
9-26-24 230

Item No. I.-10.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 1, 2024

Phillip Burgmeier
Prepared By

Engineering
Department

Phil Burgmeier
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #224-2024. Awarding the contract and approving the contract, bond, and certificate of insurance for the Wapello Street Extension Trail 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 #224-2024.

DISCUSSION: This project will create a trail that will start at Richmond Avenue and run along the east side of Ferry Street and Wapello Street Extension to Greater Ottumwa Park. The existing walk will be widened along Scooter's Coffee to a width of 8'. From Scooter's Coffee drive to the park the trail will be 10' and will be 6" PCC. The trail will be approximately 960' long.

Plans for the project were posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office.

Bids were received and opened by the City of Ottumwa on September 18, 2024 at 2:00 p.m. Three (3) bids were received. The lowest responsible bidder is TK Concrete, Inc. of Pella, Iowa in the amount of \$84,299.00.

Attached are the required bonds, certificate of insurance, and signed contract with TK Concrete, Inc. of Pella, Iowa and they are now on file with the City Clerk.

The Plan Holders List and Bid Tab are attached.

Funding: Legacy Grant \$30,000.00
 REAP Grant \$81,000.00

Estimated Cost: \$107,000.00

Source of Funds: Legacy Grant, REAP Grant Budgeted Item: No

Budget Amendment Needed: No

RESOLUTION #224-2024

A RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT,
INSURANCE AND BOND FOR THE WAPELLO STREET EXTENSION TRAIL PROJECT

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

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to TK Concrete, Inc. of Pella, Iowa in the amount of \$84,299.00 based on total unit price and estimated quantities; and,

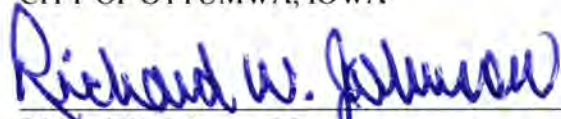
WHEREAS, Bids were received, proper, and mathematically correct; and

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, TK Concrete, Inc. of Pella, Iowa in the amount of \$84,299.00. The contract, bond and certificate of insurance for the above referenced project are hereby approved.

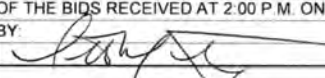
APPROVED, PASSED, AND ADOPTED, this 1st day of October, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

Wapello Street Extension Trail											
9/18/2024											
ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE			TK Concrete		DC Concrete		Joiner Const.	
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Excavation, Class 10	CY	243	\$ 35.00	\$8,505.00	\$ 25.00	\$6,075.00	\$35.00	\$8,505.00	\$ 20.00	\$4,860.00
2	PCC, Trial, 6"	SY	946	\$ 75.00	\$70,950.00	\$ 56.50	\$53,449.00	\$60.00	\$56,760.00	\$ 61.50	\$58,179.00
3	PCC, Sidewalk, 6"	SY	45	\$ 75.00	\$3,375.00	\$ 65.00	\$2,925.00	\$72.00	\$3,240.00	\$ 85.00	\$3,825.00
4	Pavement Removal	SY	110	\$ 10.00	\$1,100.00	\$ 15.00	\$1,650.00	\$13.00	\$1,430.00	\$ 45.00	\$4,950.00
5	Traffic Control	LS	1	\$ 3,000.00	\$3,000.00	\$ 4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$ 5,000.00	\$5,000.00
6	Seeding	LS	1	\$ 3,500.00	\$3,500.00	\$ 5,500.00	\$5,500.00	\$4,000.00	\$4,000.00	\$ 6,500.00	\$6,500.00
7	Silt Fence	LF	100	\$ 5.00	\$500.00	\$ 4.50	\$450.00	\$2.50	\$250.00	\$ 5.00	\$500.00
8	Silt Fence, Removal	LF	100	\$ 5.00	\$500.00	\$ 2.50	\$250.00	\$1.00	\$100.00	\$ 5.00	\$500.00
9	Construction Survey	LS	1	\$ 3,500.00	\$3,500.00	\$ 3,250.00	\$3,250.00	\$4,000.00	\$4,000.00	\$ 5,500.00	\$5,500.00
10	Mobilization	LS	1	\$ 10,000.00	\$10,000.00	\$ 4,750.00	\$4,750.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00
11	Concrete Washout	LS	1	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$ 600.00	\$600.00
TOTAL					\$106,930.00		\$84,299.00		\$94,785.00		\$100,414.00
<div style="border: 1px solid black; padding: 5px;"> <p>I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 9-18-2024 BY: </p> </div>											

PLAN HOLDERS LIST

Wapello Street Extension Trail
Ottumwa, Iowa 52501

Engineer's Estimate: \$107,000.00

Plan Deposit: \$40.00 (\$40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	DC Concrete & Construction 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	641-919-0636	Emailed 9/4/2024			
2	Cremer Concrete 606 Goode Street Bloomfield, IA 52537 cremerconcrete@hotmail.com	641-777-5925	Emailed 9/4/2024			
3	TK Concrete, Inc. 1608 Fifield Rd Pella, IA 50219 tvm@vermeergroup.com ; kirk@vermeergroup.com	641-628-4590	Emailed 9/4/2024			
4	Drish Construction 1701 S Main St Fairfield IA 52556 drish.brandon@gmail.com	641-472-9506	Emailed 9/4/2024			
5	McClure & Co. Concrete 12040 Rose Avenue Floris, IA 52560 mcclure4m@gmail.com	641-208-5000	Emailed 9/4/2024			
6	Jones Contracting Corp PO Box 156 West Point, IA 52656 pjones@jonescontractingcorp.com	319 837-8129	Emailed 9/4/2024			
7	Iowa Builder Dirtwork PO Box 471 Albia, IA 52531 aaronwk1@icloud.com	641-895-5447	City Website 9/6/2024			
8	Howrey Construction, Inc 1609 Garfield St SW Bondurant, IA 50035 brian@howreyconstruction.com	712-830-8282	City Website 9/10/2024			
9	Joiner Construction Co. 11996 490th St Plano, IA 52581	641-649-2646	MBI (?)			
10						
11						
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	Notice of Project 9/4/2024			
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	Notice of Project, P&S 9/4/2024			

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **October 1, 2024** by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **TK Concrete, Inc. of Pella, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"Wapello Street Extension Trail - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed in **20 working days** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$84,299.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

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 Iowa statutes must be provided.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By

Richard W. Johnson

Title Mayor

ATTEST:

Christina Reinhard

Title City Clerk

Tk Concrete, Inc

Contractor

By

Forster M

Title President

Address 1108 Fifth Rd

City, State, Zip Pella, IA 50219



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2024

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 FAX (A/C, No): 515-453-9357 E-MAIL ADDRESS: nick.ford@assuredpartners.com
INSURED TK Concrete Inc 1608 Fifield Road Pella IA 50219	INSURER(S) AFFORDING COVERAGE INSURER A: Middlesex Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 1001000272 TKCONCR-01	NAIC # 23434

COVERAGES**CERTIFICATE NUMBER:** 653187377**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		A0177539	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A0177539	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		A0177539	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N N/A	A0177539	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2024 Wapello Street Extension Trail

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa
105 East Third Street
Ottumwa IA 52501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 00510

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

Bond Number

7471309

TK Concrete Inc., 1608 Fifield Rd, Pella, IA 50219

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

Old Republic Surety Company, 18500 W Corporate Drive, Suite 170, Brookfield, WI 53045

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

Eighty Four Thousand Two Hundred Ninety Nine and 00/100

10/1/2024

PENAL SUM OF BOND *(Expressed in words and numerals)*

KNOW ALL BY THESE PRESENTS:

That we, TK Concrete Inc., as Principal
(hereinafter the "CONTRACTOR" or "PRINCIPAL" and
Old Republic Surety Company, as SURETY are held and firmly bound unto ***the***
City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of

dollars (\$ 84,299.00), lawful money of the United States, for the payment of which sum, well
and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract
with the OWNER, bearing date the 1st day of October, 2024, wherein said
CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: Wapello Street Extension Trail

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

**The trail will start at Richmond Avenue and run along the east side of Ferry
Street and Wapello Street Extension to Greater Ottumwa Park. The existing
walk will be widened along Scooter's Coffee to a width of 8'. From Scooter's
Coffee drive to the park the trail will be 10' and will be 6" PCC. The trail will
be approximately 960' long.**

Project Description

which said contract and associated contract documents, including any present or future amendment
thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

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

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

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

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

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

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND) Project No. _____

Witness our hands, in triplicate, this 1st day of October, 2024.

Surety Countersigned By:

N/A

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

TK Concrete Inc.

Contractor

By:

[Signature]
Signature
President
Title

SURETY:

Old Republic Surety Company

Surety Company

By:

[Signature]
Signature Attorney-in-Fact Officer

Kamri Wolfe

Printed Name of Attorney-in-Fact Officer

ZipBonds, LLC

Company Name

3737 Woodland Ave., Suite 505

Company Address

West Des Moines, Iowa 50266

City, State, Zip Code

888-435-4191

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS
7735 Old Georgetown Road, Suite 900
Bethesda, MD 20814
Tel: 240.200.1270
Fax: 240.200.1295
www.nasbp.org

NASBP White Paper: Resident Agent Countersignature Laws Have Been Eradicated and Violate the Law in Every U.S. State

The purpose of this short white paper is to inform the reader that resident agent countersignature laws have been eradicated throughout the United States and its territories (with the exception of Guam, where it has not been challenged). Any bid, performance, or payment bond that requires a resident agent countersignature or a resident agent signature violates the law, as such requirements have been held unconstitutional by federal courts throughout the United States or have been repealed by state legislatures, because such requirements impermissibly favor licensed resident agents over licensed non-resident agents. It is not the countersignature requirement that is problematic; it is the *resident agent* countersignature requirement that violates the law.

The National Association of Surety Bond Producers (NASBP) is aware that officials in some state and local agencies are not informed about the illegality of resident agent countersignature mandates. These officials will improperly reject a bid based on lack of a required resident agent countersignature or improperly refuse to accept performance and payment bonds based on lack of a required resident agent countersignature. NASBP receives dozens of member requests each year to send comment letters to public agencies that have included the unlawful resident agent countersignature requirement in their surety bonds.

Countersignature laws date back to the early twentieth century when states passed the laws as a consumer protection measure. The regulations requiring non-resident agents to receive sign-off by a local resident agent were originally intended to ensure compliance with local insurance laws. Those regulations also meant that out-of-state agents had to pay local agents for their signatures. By the 1990s, technology made the countersignature laws an anachronism of regulation. The movement to repeal countersignature laws began in the 1990s and ended in 2008 when the Ninth Circuit struck down Nevada's countersignature law. This movement was spearheaded by The Council of Insurance Agents & Brokers.

One of the most well-known and widely quoted cases on this matter is *Council of Insurance Agents and Brokers v. Tom Gallagher*, 287 F. Supp. 2d 1302 (N.D. Fla. 2003), in which the U.S. District Court for the Northern District of Florida struck down a Florida statute that impermissibly favored resident agents. The district court determined that there was no rational basis for a distinction between Florida licensed resident agents and Florida licensed non-resident agents and declared unconstitutional the Florida statute at issue that discriminated against Florida-licensed non-resident agents.

Agency officials may want to have the agency's bond forms reviewed to ensure that its bonds do not contain an illegal resident agent signature or countersignature requirement. The bonds should contain a licensed (resident OR non-resident) agent requirement.

October 2018



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Zachary Mefferd, Zachary Matter, Havilah Watson, Jimmy L. Brown, Shannon L. Cox, Tina Bockholt, Kamri Wolfe
of West Des Moines, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25th day of July, 2024

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25th day of July, 2024, personally came before me, Alan Pavlic
and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force

40-0605



Signed and sealed at the City of Brookfield, WI this 1st day of October, 2024

Karen J. Haffner
Assistant Secretary

received
9.26.24 230

Item No. I.-11.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 1, 2024

Engineering
Department

Phillip Burgmeier
Prepared By

Phillip Burgmeier
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #225-2024. Approving the Professional Services Agreement between the City of Ottumwa and HNTB Corporation for the BNSF Closure Structure 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 #225-2024.

DISCUSSION: This Agreement provides for the design of the BNSF Closure Structure. The structure is necessary because the flood profile of the Des Moines River was reevaluated and the tracks are now below the Base Flood Elevation. This means FEMA will no longer allow the tracks to be blocked with an earthen closure. Not building the closure structure would cause the Northside levee to lose its accreditation.

A Request for Qualifications was sent to 4 engineering firms with experience in this type of work. Two firms declined to submit a statement of qualifications and the other two HNTB Corporation and Veenstra & Kimm, Inc. joint ventured. HNTB Corporation is extremely experienced working with BNSF to design closure structures. Their experience designing structures for the Kansas City levee system is what prompted me to seek them out. Veenstra & Kimm, Inc. is working with the City of Ottumwa to obtain FEMA certification of the levee system and are also the design engineers on our sewer separation projects. The attached proposal for \$791,610 will allow each firm to use their combined strengths to deliver the project to the City of Ottumwa.

Funding: Levee Construction Fund (311) – \$1,300,000

Source of Funds: 311

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #225-2024

A RESOLUTION APPROVING THE DESIGN CONTRACT BETWEEN THE CITY OF OTTUMWA
AND HNTB CORPORATION FOR THE BNSF CLOSURE STRUCTURE PROJECT

WHEREAS, This Agreement provides for the design of the BNSF Closure Structure; and

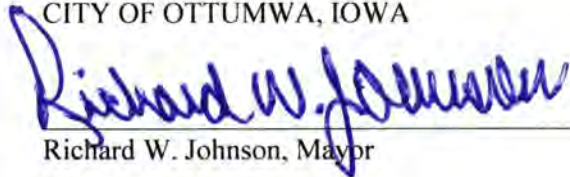
WHEREAS, Two firms, HNTB Corporation and Veenstra & Kimm, Inc. have jointly ventured for this project. HNTB Corporation is extremely experienced working with BNSF to design closure structures. Veenstra & Kimm, Inc. is working with the City of Ottumwa to obtain FEMA certification of the levee system and are also the design engineers on our sewer separation projects; and

WHEREAS, The proposed combined services of HNTB Corporation and Veenstra & Kimm, Inc. is \$791,610.

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

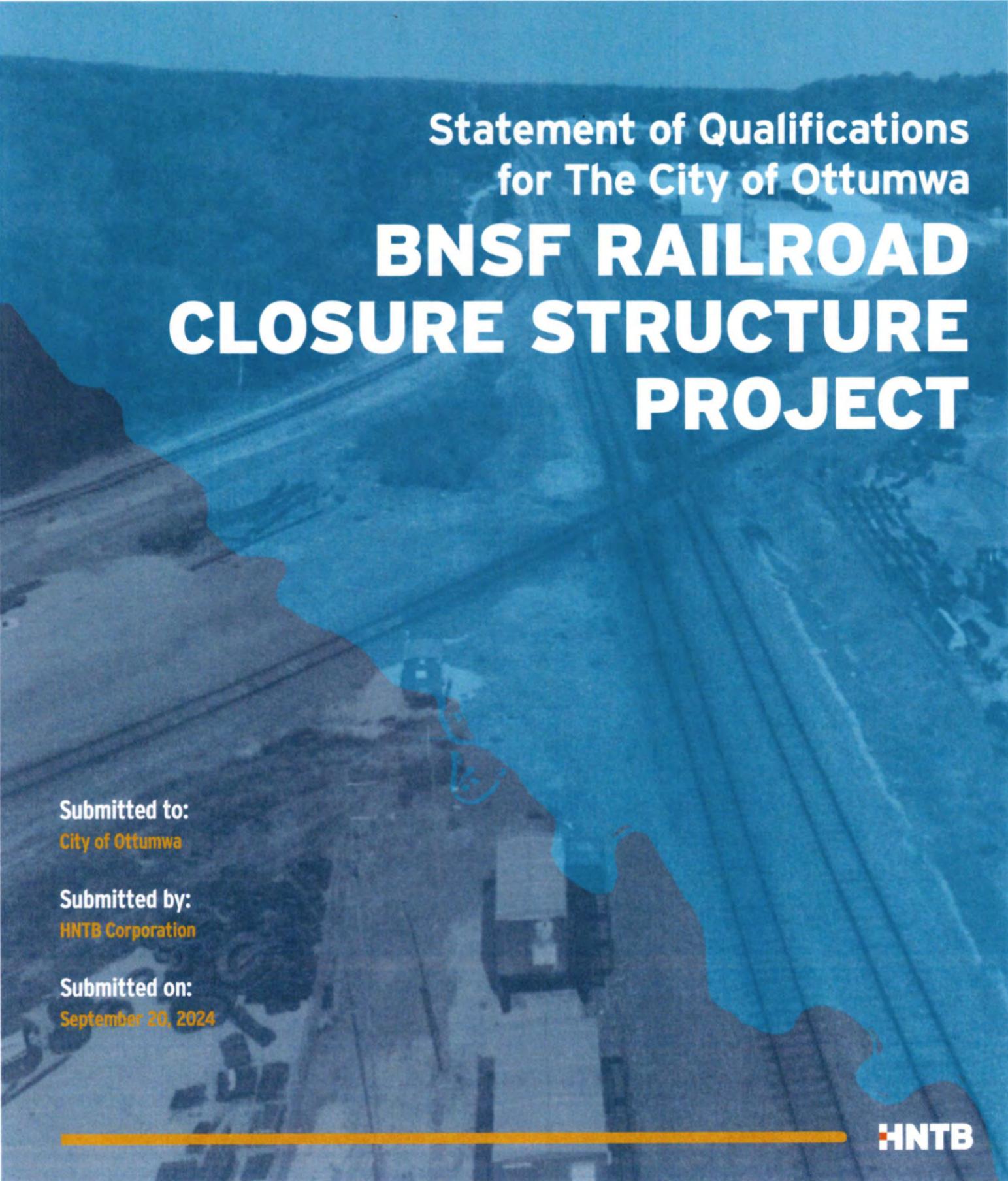
APPROVED, PASSED, AND ADOPTED, this 1st day of October, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



Statement of Qualifications
for The City of Ottumwa
**BNSF RAILROAD
CLOSURE STRUCTURE
PROJECT**

Submitted to:

City of Ottumwa

Submitted by:

HNTB Corporation

Submitted on:

September 20, 2024



September 20, 2024

Phillip Burgmeier
Director of Public Works
City of Ottumwa
210 W. Main Street
Ottumwa, IA 52501

Re: BNSF Railroad Closure Structure Project

Dear Mr. Burgmeier and members of the selection panel:

We are pleased to submit our firm's qualifications to provide design and construction services for the BNSF Railroad Closure Structure Project. HNTB Corporation (HNTB) brings the following qualifications to your project:



Established Relationships with BNSF Railway (BNSF) and Knowledge of Their Design

Requirements: HNTB has a long-standing working relationship with BNSF, having delivered numerous projects directly for them, as well as rail projects for other agencies such as the United States Army Corps of Engineers (USACE), Department of Transportation (DOT), and City entities, while successfully coordinating constructability, operations, and access with BNSF. Based on our experience, we have developed a Railroad Coordination Procedures Document, which includes points of contact, railroad procedures, and lessons learned. This document will be instrumental in successfully delivering this project for the City of Ottumwa.



Experience with Similar, Complex Designs: HNTB recently completed the final design and plans for the KC Levees Project, which met both Railroad and USACE standards. This project included 24,000 feet of new floodwall, evaluation of over 7,000 feet of existing floodwall, modifications to 793 feet of floodwall, five sandbag closures, nine railroad stoplog closures, stoplog storage buildings, two new gate wells, 34 floodwall strengthening and extension projects, and the evaluation of gateways, resulting in the

abandonment of drainage structures. Our team worked closely with BNSF and other railroads to establish acceptable construction windows, and developed Gantt charts and phasing options that included innovative approaches to driving piling and evaluating jump spans.



In-Depth Understanding of USACE Approval Processes: HNTB has served as a trusted advisor to the USACE for several decades, providing engineering and technical services. Our deep familiarity with USACE standards ensures compliance and efficient approval processes for projects like this BNSF Railroad Closure Structure.

Our experienced project team is committed to being responsive to your needs, ensuring open communication and providing high-quality, timely results. If you have any questions or require further information, please contact me at (816) 527-2357 or via email at tpoer@hntb.com.

Sincerely,

HNTB Corporation

A handwritten signature in black ink, appearing to read "Tom Poer".

Tom Poer
Project Manager

A handwritten signature in black ink, appearing to read "Mark Pierson".

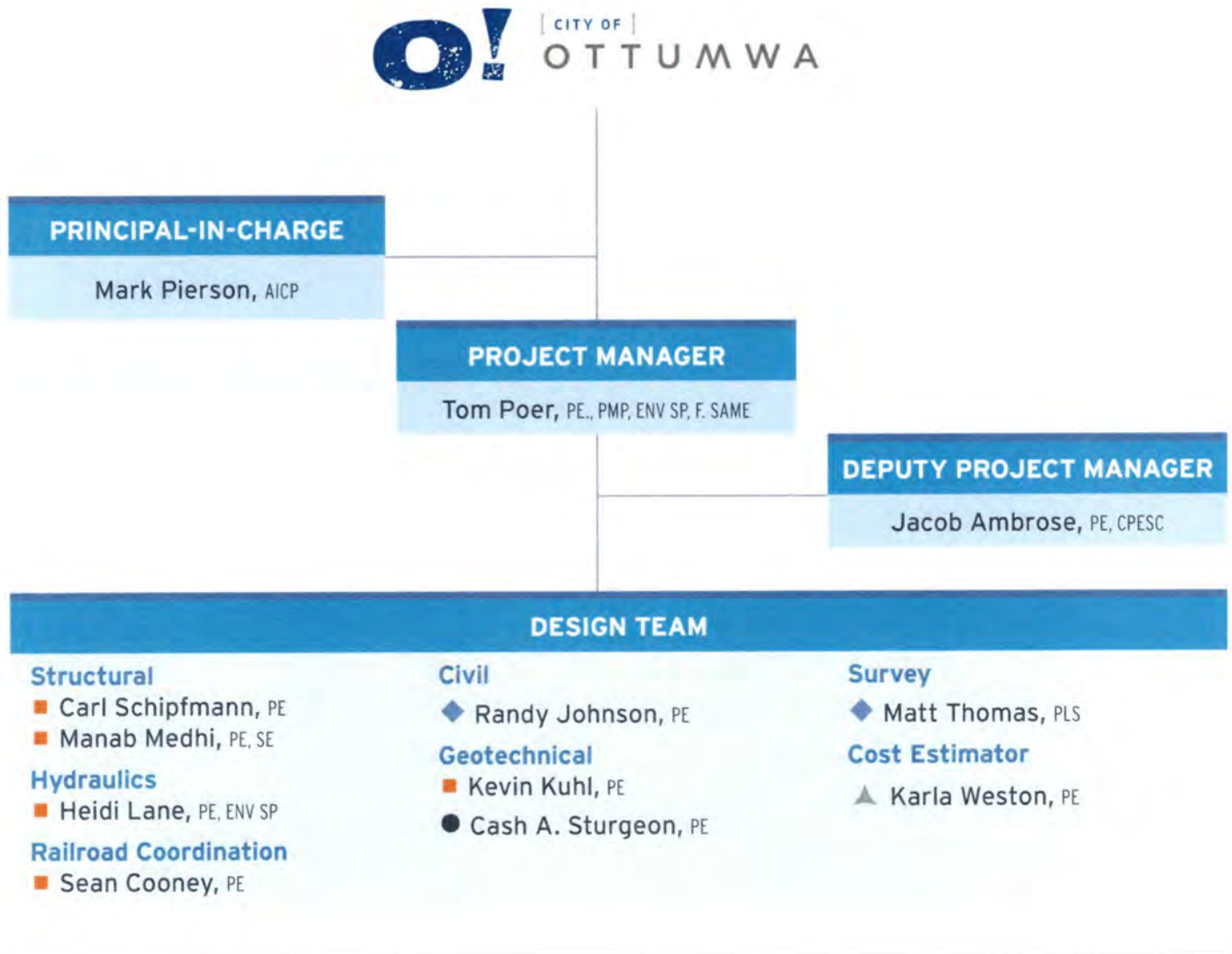
Mark Pierson
Principal-in-Charge

ORGANIZATION CHART

The HNTB team will be led by project manager (PM), **Tom Poer, PE, PMP, ENV SP, F. SAME**. Alongside his technical expertise, Tom has extensive experience delivering on projects of similar size, scope, and complexity including BNSF closure structures. He will be supported by our highly-qualified personnel who have the skills and experience to design and deliver a closure structure to the City of Ottumwa.

HNTB is including key subconsultant **Veenstra and Kimm (V&K)** to provide survey and civil as they have local Ottumwa expertise including flood protection mitigation projects and Burlington, Iowa railroad closures. They bring a great familiarity to the Ottumwa flood system with existing levee certification work. **Terracon** will provide drilling and testing while **Civil Design & Construction** will provide cost estimating.

Our organizational chart is displayed below and key staff assigned to this project are listed on the following pages.



■ HNTB Corporation ● Terracon Consultants, Inc ◆ Veenstra & Kimm, Inc ▲ Civil Design & Construction, Inc

STAFFING

SPECIFIC QUALIFICATIONS OF PROJECT MANAGER



TOM POER, PE, PMP, ENV SP, F. SAME
PROJECT MANAGER

Tom is a civil engineer, project director, and vice president for HNTB Corporation based in the firm's Kansas City, Missouri office. He started his career with HNTB in 1993 as a Hydrologic/Hydraulic (H&H) engineer in the water resources group. He has over 30 years of experience with water resources infrastructure as an H&H engineer and project manager specializing in levees, floodwalls, flood gates, bridges and railroads.

Tom served as the project manager for the USACE KC Levees Project where he helped to facilitate significant coordination with BNSF for four BNSF stop log closures and five Union Pacific Railroad (UPRR) closures. Under Tom's leadership, the project team delivered the project on budget and on schedule. Tom has served as PM for dozens of water and rail projects that involved planning, design, construction administration, and inspection.

SPECIFIC QUALIFICATIONS OF THE DESIGN TEAM



MARK PIERSON, AICP
PRINCIPAL-IN-CHARGE

Mark directs the firm's Iowa operations and was formerly the Iowa Department of Transportation (Iowa DOT) client service leader. He is based in the firm's Des Moines, Iowa office. He has over 30 years of industry experience that includes project management, conducting environmental analysis for infrastructure projects, policy and business solution development, transportation planning and corridor studies, intelligent transportation systems (ITS) and public involvement. He has worked across the nation on transportation and infrastructure projects with special attention to the National Environmental Policy Act (NEPA), ITS and transportation policy. He utilizes his communication and technical skills to engage communities in the project decision making process, resulting in solutions that balance community issues with transportation needs.



JACOB AMBROSE, PE, CPESC
DEPUTY PROJECT MANAGER

Jacob has more than 13 years of diverse experience, including H&H modeling, scour analysis and countermeasure design, stream stability and restoration, stormwater planning and design, NPDES document preparation, including both erosion control and stormwater pollution prevent plans and FEMA permit coordination, including Floodplain Development Permits and No-Rise certifications. He is based in the firm's Kansas City, Missouri office and currently serves as a project manager and task lead on multiple projects. His BNSF specific experience includes more than 40 projects, such as BR 6.30 over Salmon Bay in Seattle, Washington; BR 125.41, 51.49, and 67.97 on the Hannibal Subdivision near Hannibal, Missouri; and emergency flood fighting efforts for the Creston, Napier and St. Joseph subdivisions during the 2011 Missouri River flood.



MANAB MEDHI, PE, SE
STRUCTURAL

Manab has nearly 16 years of experience working on a variety of projects as a structural engineer. He is a registered professional and structural engineer across several states. His experience includes project management, and structural design, including the role of the engineer of record, development of bridge layout, and construction sequencing for rail bridges. Manab is based in the firm's Kansas City, Missouri office and since joining HNTB in 2008, he has provided engineering service on BNSF bridges 66.4 and 53.5 on the Fallbridge Subdivision; 81.4 near Vader, Washington; 6.3 over Lake Washington in Seattle, Washington; BNSF Br. 204.66 over the Mississippi River in Burlington, Iowa; and BNSF Bridge 109.70 in Pueblo, Colorado. He also served as project manager and task lead for projects owned by other railroads such as UPRR, Metro-North Railroad (MNR), Canadian Pacific Kansas City (CPKC), and Canadian National (CN).



CARL SCHIFFMANN, PE
STRUCTURAL

Carl served as the structural task lead for the USACE KC Levees Project, coordinating the construction phasing and track outage requirements with BNSF along with the project's railroad coordinator. He has over 30 years of experience in structural design and detailing. He is based on HNTB's Kansas City, Missouri office. His experience includes structural design of levees, closure gate structures, a variety of bridge types and structures in locations across the nation, including Iowa, Kansas, Mississippi, Missouri, Nebraska, New York, Oklahoma, Texas, Virginia, Washington, California, Wisconsin, Louisiana and Connecticut. He also worked directly with BNSF. His BNSF specific experience includes the design and construction management of BNSF west coast bridges 53.5, and 81.4. In addition to BNSF, he has served as task lead and designer for projects owned by other railroads such as UPRR, MNR, CPKC, and CN.



HEIDI LANE, PE, ENV SP
HYDRAULICS

Heidi is a section manager and water services engineer based in the firm's Des Moines, Iowa office since 2010. Her experience includes water distribution design, sanitary highway and site drainage, stormwater management, H&H modeling, quantity take-off and cost estimation. She also has field experience in surveying, bridge inspections and culvert inspections. Her experience includes participation on projects at all levels from conceptual review, design and plan development to final submittal and client approval. She has recently served as project manager for several waterline replacement projects.



SEAN COONEY, PE
RAIL

Sean is a senior project manager and rail bridge practice leader for HNTB's Kansas City, Missouri office. He served as the railroad coordination lead with BNSF and other railroads for the USACE KC Levees Project. He has over 30 years of experience, primarily focused on the design and management of rail and highway bridge projects. Sean's experience covers all aspects of the design process, from preliminary engineering through final design and construction. His bridge experience includes developing bridge layout and type studies, preliminary and final design, development of final plans, specifications and estimates, and construction engineering and support for both traditional delivery, design-build and CM/GC projects. Sean also serves as the vice chairman for the AREMA Committee 9, and Chairman of Committee 9 - Subcommittee 2, which focuses on the seismic design of

railway structures. Since joining HNTB in 2007, he has provided engineering services for BNSF bridges 425.2B over the Missouri River at Sibley, Missouri; Bridges 66.4 and 53.5 on the Fallbridge subdivision; and Bridge 81.4 on the Seattle Sub near Vader, Washington.



KEVIN KUHL, PE
GEOTECHNICAL

Kevin joined HNTB's Kansas City, Missouri office in 2001 and is currently a senior geotechnical engineer within the infrastructure group. He has more than 30 years of geotechnical project experience including performing laboratory tests, construction materials testing, logging of borings, directing field drilling, preparing reports, reviewing reports, construction inspection, and managing geotechnical projects for cities, federal government, developers and private agencies. In September of 2024, he worked with USACE resolving construction changes on the foundations for the BNSF Santa Fe Junction stop log closure. Kevin has performed geotechnical analysis and authored geotechnical reports for both design-bid-build projects and design-build projects. His geotechnical project experience ranges from transportation projects to flood control projects with the USACE. He has worked as a geotechnical engineer in 15 states and abroad.



RANDY JOHNSON, PE
CIVIL

Randy will serve as the Civil Lead for the project. He will work with Eric Lee and the HNTB design team to ensure City design standards are followed. Johnson will complete quality control for all survey, topographic mapping, and site planning. Randy's past experience with the City of Ottumwa includes Facility Planning and design and construction of the Blake's Branch Sewer Separation Phase 8, Division 1, Division 2, Division 3 and East of Iowa Avenue sewer separation projects.

His experience includes design of plan and profile of City streets, water, storm, and sanitary sewer pipe design, pump station design, storm water modeling, water hydraulic modeling, obtaining, BNSF railroad permits, Iowa Department of Natural Resources water and sewer construction permits, developing Iowa Department of Natural Resources Facility Plans and Preliminary Engineering reports.



MATT THOMAS, PLS
SURVEY

Matt is the survey manager of V&K's West Des Moines office. On this project he will be coordinating and supervising the survey crews conducting the topographic survey.

Survey Manager (West Des Moines, IA) – Responsibilities include directing and coordinating the daily operations of the survey department field crews and office personnel. Additional duties include bidding and estimating projects costs, writing proposals, and quality control review of surveying documents.

Senior Land Surveyor and Project Manager (Urbandale, IA) – Responsibilities included managing projects for eight survey crews and five office personnel in the survey department. Additional duties include bidding and estimating survey project costs, performing computations for boundaries based on field data, review and signing final plats, plat of surveys, acquisition/vacation of right-of-way, and easements.

PROJECT UNDERSTANDING AND APPROACH

Our project understanding and approach outlines a comprehensive plan for the design and construction of the closure structure across the BNSF tracks as part of the Ottumwa levee system. Here's a breakdown of the key elements:

PROJECT UNDERSTANDING:

- **Scope:** The City of Ottumwa plans to design and build a 100 LF closure structure as part of its levee system to protect against flooding. The location of this structure requires integration across two active BNSF tracks, replacing an older earthen levee. This project scope of services includes the design of the closure structure, meeting the standards of both BNSF and USACE. **HNTB will develop two different alternatives for the closure structure along with the estimated construction costs to assist the City of Ottumwa with the project budgeting.**

As part of this scope of services, HNTB's subconsultant Veenstra & Kimm will gather additional survey. It is our understanding that there are existing survey available, however, those need to be updated. Survey will be performed along the track which will include top of sub-ballast, top of ballast, top of tie, base of rail and top of rail. Survey will also be performed at the track intersection. We will contact the utility owners of record or the "One Call" representatives and obtain utility mapping information and request field locates as necessary. Task will include requesting Iowa One Call locates for survey. Existing utility mapping provided from each utility company will be reviewed and compared to field locates for completeness. We will request that all utilities identified be marked in the field. We will then survey utility locations and establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible and have

been marked on the ground by the utility owner. We will provide a coordinate listing of the points surveyed, include utility line work with existing survey information and include a utility legend. A utility CAD file will be included in this submittal. Utilities will be collected according to ASCE SUE quality levels (Level A-D). If utilities are not located, this will be communicated to City of Ottumwa.

HNTB will hire Terracon as our drilling subconsultant to obtain two boring one each side of the existing BNSF track in the close proximity of the location where the actual gate will be built. The depth of those boring are estimated to be 40 ft. of soil and 20 ft. of rock. The rock type at this location is anticipated to be limestone/shale. Since, these borings will be taken in the railroad right-of-way, HNTB will perform the necessary coordination with BNSF prior to obtaining the borings and arrange the flagger. A Drilling Program Plan (DPP) will be developed before taking the boring due to proximity of the site to the existing levee.

It is our understanding based on the previous coordination with the City of Ottumwa that there are existing facilities that can be used to store the gates and therefore, design of any storage structure is excluded from this scope of services.

- **Timeline:** Construction is slated for 2025 pending railroad approval, with early planning and design work starting now.
- **Key Challenge:** The project must ensure proper coordination with active railroads primarily BNSF, though there is CPKC track in the vicinity, and the closure structure needs to meet new flood profile requirements for the Des Moines River.



Construction of a stop log on HWY 9

KEY COMPONENTS OF OUR APPROACH:

1. Early and Frequent Railroad Coordination:

- **Importance:** Engaging the railroad stakeholders early and often will be critical to align design goals and minimize delays.

- **Railroad Experience:** Our Railroad Coordinator Sean Cooney's experience in successfully coordinating with railroads on large-scale projects, including the KC Levees Project will be invaluable. This expertise will help streamline the design and approval process with BNSF and other stakeholders.
- **Coordination Strategy:** Frequent meetings and ongoing communication with railroads will identify operational requirements early in the process, reducing the likelihood of unexpected challenges or approvals that could affect the timeline.

2. Approach for Coordinating Design Elements Between Multiple Disciplines:

- **Interdisciplinary Collaboration:** Tom and Jacob will oversee communication and decision-making between different disciplines, ensuring that trade-offs and design decisions are understood across the board.
- **Strategies:**
 - » **Design Charrette:** During the concept design phase, key discipline leads, and subject matter experts will collaborate to develop alternatives, ensuring all elements are aligned.
 - » **Regular Interdisciplinary Meetings:** Regular touchpoints between teams will be scheduled to address scope, design conflicts and coordination needs.
 - » **QC/QA Reviews:** Quality control and assurance reviews will take place at major milestones to confirm that the design is free of conflicts and that disciplines are properly integrated.

HNTB will first review the survey, site conditions, geotechnical boring information and perform a site visit. We will then set the existing railroad alignment both vertical and horizontal in order to determine the proposed closure structure horizontal and vertical geometry. HNTB will develop two alternatives for closure structure - stop log or double-swing gate. HNTB will determine the approach foundation support for the seal that will support the gate based on BNSF requirements and the geotechnical boring obtained at this location.

Our H&H team will review FEMA flood profiles and models and determine design elevation, develop interior drainage hydrology and develop alternatives as required. HNTB will also develop a concept report and ponding exhibits. Construction phasing drawings will be developed with the alternatives with associated track outage needs during construction.

Upon approval of the concept from City of Ottumwa, HNTB will start the coordination and collaboration with USACE and BNSF regarding these concepts to avoid any approval delay and difficulties. From past experience on BNSF closure structures, we know that the BNSF approval process will drive the schedule. This is why the early coordination with the railroad is critical to set expectations and understanding to minimize schedule impact. Once the concept is approved and an alternative is selected, HNTB will proceed with the final design. All the design criteria, methodology and design decisions will be documented in the Design Documentation Report (DDR).

3. Experience and Strategies with Preparing Engineer's Estimates:

- **Leverage from KC Levees Project:** HNTB's recent experience on the KC Levees project provides a valuable foundation for developing accurate Engineer's Estimates for this project, particularly for closure gate structures.
- **Estimating Strategies:**
 - » **Recent Bid Tab Reviews:** Reviewing recent bid tabs ensures accurate and up-to-date unit pricing.
 - » **Contingency Planning:** Building in contingencies accounts for potential fluctuations in the market, including inflation and labor/material shortages.
 - » **Use of USACE Mii Software:** Utilizing this specialized software ensures precise and reliable cost estimates, helping the city make informed decisions about funding and budgeting.

Our approach provides a structured and detailed plan for delivering a successful closure structure project, with a strong emphasis on early stakeholder engagement, interdisciplinary coordination, and precise cost estimation. This will help keep the project on schedule and budget while addressing the unique challenges posed by the railroad coordination and flood profile changes.



Rendering developed by HNTB of the 24' tall Santa Fe Junction stop log closure showing scenario of a partial stop log installation and live railroad traffic right before full closure. HNTB provided preliminary and final design of this BNSF crossing and is currently working with USACE in an oversight role as it is constructed.

COST

Our cost/fee estimate for the BNSF Railroad Closure Structure Project.

City of Ottumwa
Northside Levee
Ottumwa BNSF Closure Gate



Fee Estimate Summary 9/18/2024

1. Burdened / Loaded Labor

Loaded Labor Total	\$	621,468.29
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2. Other Direct Costs (ODC)

ODCs	\$	845.00
Travel Costs	\$	4,470.80

4. Subcontractor Expense

Subcontractor	\$	151,005.36
HNTB Markup - Subcontractor (7%)	\$	10,570.38
Subcontractor Expense	\$	3,250.00
Subcontractor Total	\$	164,825.74
	\$	791,610

COST

City of Ottumwa
Northside Levee
Ottumwa BNSF Closure Gate

HNTB

9/18/2024

1. Other Direct Costs (ODC)

Reproduction/Printing/Misc

Reproduction (8.5 x 11 B&W)	20	sets @	250	each @	\$	0.04	=	\$	200.00
Reproduction (8.5 x 11 Color)	5	sets @	50	each @	\$	0.41	=	\$	102.50
Reproduction (11 x 17 B&W)	20	sets @	50	each @	\$	0.10	=	\$	100.00
Reproduction (11 x 17 Color)	5	sets @	50	each @	\$	0.81	=	\$	202.50
Binder, 3-ring, 2 inch or less	0	sets @	0	each @	\$	4.82	=	\$	-
Binder, 3-ring, 3 inch	0	sets @	0	each @	\$	9.48	=	\$	-
B&W Plotting (24"x36")	10	sets @	25	each @	\$	0.96	=	\$	240.00
Color Plotting (24"x36")	0	sets @	0	each @	\$	5.70	=	\$	-
Mounting (24"x36")	0	sets @	0	each @	\$	25.00	=	\$	-

Railroad Expenses

Flagging Costs

Other Direct Costs Total

\$ 845.00

ODC Assumptions:

1. Reproduction costs include items like general printing, specifications and report drafts, working drawings and other meetings.
2. All other deliverables are electronic and do not include printing.

2. Travel

Site Visits

Mileage (IRS 2021 Rate)	2	trips @	440	miles @	\$	0.67	=	\$	589.60
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Trip

Airfare	0	trips @	0	tickets @	\$	500.00	=	\$	-
Ground Transp	0	trips @	0	days @	\$	75.00	=	\$	-
Meals/Misc	6	indiv @	2	days @	\$	66.00	=	\$	792.00
Airport Parking	0	indiv @	0	days @	\$	15.00	=	\$	-
Lodging	0	indiv @	0	days @	\$	125.00	=	\$	-

Geotechnical Logger for Borings

Mileage (IRS 2021 Rate)	4	trips @	440	miles @	\$	0.67	=	\$	1,179.20
Meals/Misc	1	indiv @	10	days @	\$	66.00	=	\$	660.00
Lodging	1	indiv @	10	days @	\$	125.00	=	\$	1,250.00

Travel Total

\$ 4,470.80

Travel Assumptions:

3. Subcontractor Cost

Sub	Sub Labor Cost	Sub Expense	Total Sub Cost w/o HNTB Markup
CD&C (Cost Engineering)	\$ 77,954.36	\$ 250.00	\$ 78,204.36
Terracon (Geotechnical Borings)	\$ 41,535.00	\$ 250.00	\$ 41,785.00
V&K (Civil and Survey)	\$ 31,516.00	\$ 2,750.00	\$ 34,266.00
Subcontractor Subtotal:	<u>\$ 151,005.36</u>	<u>\$ 3,250.00</u>	<u>\$ 154,255</u>

Task Description	Responsible	Line Type	Labor Hours of Effort												Subtotal Labor Hours	Subtotal Labor and Overhead Cost			
			CADD Technician - Lead/Senior	CADD Technician - Mid	CADD Technician - Junior	Civil Engineer - Lead/Senior	Civil Engineer - Mid	Civil Engineer - Junior	Geotechnical Engineer - Lead/Senior	Geotechnical Engineer - Junior	Hydraulic Engineer	Principal	Project Administrator	Project Manager			Project QA/QC Coordinator	Structural Engineer - Lead/Senior	Structural Engineer - Mid
Project Management																			
Project Controls																			
General Project Mgmt (Budgeting, Invoicing, Tracking, B. Monthly Proj Reviews for 12 months)	PM	Rollup												12				132	\$ 43,784
Administrative / Business Support (Budgeting, Invoicing, Tracking, Proj Reviews)	PM	Hrs												96		24		48	\$ 5,322
Monthly Progress Reports to the City	PM	Hrs												12				12	\$ 4,185
Project Management Plan (PMP)																			
Develop Workplan Schedule and Project Plan	PM	Rollup												40				40	\$ 13,951
QC and QA PMP	PM	Hrs												4				4	\$ 1,395
Maintain Workplan	PM	Hrs												12				12	\$ 4,185
Quality Management Plan (QMP)																			
Develop QMP using HNTB's QMS (Quality Management System)	PM	Rollup												24				24	\$ 4,772
QC and QA QMP	PM	Hrs												2				2	\$ 698
Maintain Task Order Quality Management Plan	PM	Hrs												12				12	\$ 2,386
Project Administration / Coordination																			
Coordination with City	PM	Rollup												60				60	\$ 20,976
Coordination with Internal Team	PM	Hrs												120				120	\$ 41,852
Railroad Coordination																			
Monthly Meetings - (RR lead, PM, X Struct, X Civil, X Hwy/week internal coord (RR lead and PM))	RR Coord	Rollup																176	\$ 52,241
Site Visits (2 - 3hr visits) RR, Struct, Civil, PM, H&M	RR Coord	Hrs				6								20				80	\$ 20,823
Structural Design Coordination (weekly coord with team)	RR Coord	Hrs				20												52	\$ 13,491
Concept																			
Structures																			
Review existing site condition	Struct	Rollup																	
Review existing survey data	Struct	Hrs														4	8	12	\$ 1,517
Develop two alternatives for closure structure (stop log or double swing gate)	Struct	Hrs	4													4	4	12	\$ 1,493
Develop design criteria	Struct	Hrs														4	16	36	\$ 5,201
Prepare and submit concept report	Struct	Hrs														4	4	8	\$ 1,603
Geotech																			
Review existing geotechnical information provided by the City of Ottumwa	Geotech	Rollup																	
Develop geotechnical exploration program	Geotech	Hrs																	
Coordinate with the City of Ottumwa and Subconsultant	Geotech	Hrs																	
Hydraulics																			
Review FEMA flood profiles and models and determine design elevation	Hydraulics	Rollup																	
Develop interior drainage hydrology	Hydraulics	Hrs																	
Develop interior drainage alternatives	Hydraulics	Hrs																	
Concept Report and ponding exhibits	Hydraulics	Hrs																	
30% Design																			
Structures																			
Site visit by structural engineer	Struct	Rollup																	
Design new closure structures and finalize geometry for selected alternative	Struct	Hrs																	
Design stop logs/posts/gates OR Design gates/posts	Struct	Hrs																	
Structural design of 1 wall	Struct	Hrs																	
Develop plans for new closure structure	Struct	Hrs	16	40															
Develop phasing plans	Struct	Hrs	16	24															
Design Documentation Report (DDR)	Struct	Hrs																	
Operations and Maintenance (O&M) Manual	Struct	Hrs																	
Comment Resolution	Struct	Hrs																	
Geotech																			
Site visit by geotechnical engineer (assume two)	Geotech	Rollup																	
1 Wall Geotechnical Design (bep analysis, sheet pile, stability, and seepage)	Geotech	Hrs																	
Closure Structure Foundation Type	Geotech	Hrs																	
Underseepage Analysis	Geotech	Hrs																	
Foundation Analyses (Axial, Lateral, and Drivability)	Geotech	Hrs																	
Create Geotechnical Plan Sheets	Geotech	Hrs	8	40															
Design Documentation Report (DDR)	Geotech	Hrs																	
Comment Resolution	Geotech	Hrs																	
Hydraulics																			
Design Documentation Report (DDR)	Hydraulics	Rollup																	
Update interior drainage design	Hydraulics	Hrs																	
Comment Resolution	Hydraulics	Hrs																	

City of Ottumwa
Northside Levee
Ottumwa BNSF Closure Gate

HNTB

Labor Hours Detail

Fee Estimate Preparation Date: 9/18/2024

Task Description	Responsible	Line Type	Labor Hours of Effort																Subtotal Labor Hours	Subtotal Labor and Overhead Cost
			CADD Technician - Lead/Senior	CADD Technician - Mid	CADD Technician - Junior	Civil Engineer - Lead/Senior	Civil Engineer - Mid	Civil Engineer - Junior	Geotechnical Engineer - Lead/Senior	Geotechnical Engineer - Junior	Hydraulic Engineer	Principal	Project Administrator	Project Manager	Project QA/QC Coordinator	Structural Engineer - Lead/Senior	Structural Engineer - Mid	Structural Engineer - Junior		
60% Design	PM	Rollup																		
Structures	Struct	Rollup																		
Update closure structure design	Struct	Hrs														16	40	40	96	\$ 14,559
Update Structural design of I-walls	Struct	Hrs														4	8	8	20	\$ 3,119
Update plans for new closure structure	Struct	Hrs	24	120												8	32	32	216	\$ 28,945
Update phasing plans	Struct	Hrs	16	40												8	16	16	96	\$ 14,075
Design Documentation Report (DDR)	Struct	Hrs														4	8	8	20	\$ 3,119
Operations and Maintenance (O&M) Manual	Struct	Hrs														4	4		8	\$ 1,603
Comment Resolution	Struct	Hrs														8	24	24	56	\$ 8,320
Geotech	Geotech	Rollup																		
Update I-Wall Geotechnical Design	Geotech	Hrs							12	60									72	\$ 9,938
Update Underseepage Analysis	Geotech	Hrs							8	20									28	\$ 4,146
Update Foundation Analyses (Axial and Lateral)	Geotech	Hrs							12	40									52	\$ 7,459
Update Geotechnical Plan Sheets	Geotech	Hrs	8	20					12	8									48	\$ 7,409
Design Documentation Report (DDR)	Geotech	Hrs							8	8									16	\$ 2,658
Comment Resolution	Geotech	Hrs							16	16									32	\$ 5,316
Hydraulics	Hydraulics	Rollup																		
Update interior drainage design	Hydraulics	Hrs									8								8	\$ 2,090
Design Documentation Report (DDR)	Hydraulics	Hrs									8								8	\$ 2,090
Comment Resolution	Hydraulics	Hrs									8								8	\$ 2,090
Final Design	PM	Rollup																		
Structures	Struct	Rollup																		
Update closure structure design	Struct	Hrs														4	4		8	\$ 1,603
Update Structural design of I-walls	Struct	Hrs														4	4		8	\$ 1,603
Update plans for new closure structure	Struct	Hrs	4	16												4	4		28	\$ 4,241
Update phasing plans	Struct	Hrs	4	16												4	4		28	\$ 4,241
Design Documentation Report (DDR)	Struct	Hrs														4	4		8	\$ 1,603
Operations and Maintenance (O&M) Manual	Struct	Hrs														4	4		8	\$ 1,603
Comment Resolution	Struct	Hrs														8	8		16	\$ 3,205
Geotech	Geotech	Rollup																		
Update I-Wall Geotechnical Design	Geotech	Hrs							4	4									8	\$ 1,329
Update Underseepage Analysis	Geotech	Hrs							4	4									8	\$ 1,329
Update Foundation Analyses (Axial and Lateral)	Geotech	Hrs							4	4									8	\$ 1,329
Update Geotechnical Plan Sheets	Geotech	Hrs		4					4	4									12	\$ 1,782
Design Documentation Report (DDR)	Geotech	Hrs							4	4									8	\$ 1,329
Comment Resolution	Geotech	Hrs							8	8									16	\$ 2,658
Hydraulics	Hydraulics	Rollup																		
Update interior drainage design	Hydraulics	Hrs									8								8	\$ 2,090
Design Documentation Report (DDR)	Hydraulics	Hrs									4								4	\$ 1,045
Comment Resolution	Hydraulics	Hrs									4								4	\$ 1,045
Task Order Total Labor Hours			104	324	12	26	0	0	330	492	236	24	48	442	48	342	418	338	3184	
Average Labor and Overhead Rate			\$ 206.89	\$ 113.15	\$ 97.27	\$ 224.66	\$ 181.13	\$ 137.59	\$ 208.28	\$ 123.98	\$ 261.20	\$ 329.87	\$ 110.88	\$ 348.77	\$ 198.83	\$ 259.43	\$ 141.25	\$ 118.94		
Total Labor and Overhead			\$ 21,517	\$ 36,660	\$ 1,167	\$ 5,841	\$ -	\$ -	\$ 68,732	\$ 61,000	\$ 61,643	\$ 7,917	\$ 5,322	\$ 154,155	\$ 9,544	\$ 88,726	\$ 59,041	\$ 40,203		\$ 621,468

COST

City of Ottumwa

Fee Estimate Preparation Date: 9/18/2024

Northside Levee

Ottumwa BNSF Closure Gate

Subsurface Exploration Program Estimate

Drilling, Sampling, and Lab Testing

Drilling, Sampling, and Lab Testing

Item No.	ITEM	UNITS		COST	TOTAL
Field Services					
1	Mobilization/Demobilization	1	lump	\$1,200.00	\$1,200.00
2	Boring Location Access (2 man-crew)	5	hours	\$300.00	\$1,500.00
3	Drilling or Invasive Activities Program Plan (DIPP) Preparation	1	lump	\$4,500.00	\$4,500.00
3a	Field Logging by Professional Geologist/Engineer	20	hours	\$175.00	\$3,500.00
4	BNSF Railroad Coordination (coordination, health and safety plan, railroad onecall utility locates) - cost +15%	1	lump	\$8,000.00	\$8,000.00
4a	BNSF Right of Entry (ROE) Fee - will be charged at cost + 15%	1	lump	\$1,500.00	\$1,500.00
4b	BNSF Railroad Protective Liability Policy - will be charged at cost + 15%	1	lump	\$1,200.00	\$1,200.00
4c	Railroad Flagger, if needed - will be charged at cost + 15%	2	day	\$1,500.00	\$3,000.00
4d	Railroad Private Utility Locate Fee - will be charged at cost + 15%	1	lump	\$1,500.00	\$1,500.00
5	Overburden Drilling, SPT @ 2.5-foot intervals upper 25 feet then 5-foot interval, calibrated auto-hammer	80	feet	\$25.00	\$2,000.00
6	NQ Series Rock Coring	40	feet	\$55.00	\$2,200.00
7	Shelby Tubes (5 per boring)	10	each	\$30.00	\$300.00
8	Backfill Borings	120	feet	\$5.00	\$600.00
9	Bag Sample	1	each	\$25.00	\$25.00
10	Per Diem (2-man crew)	1	night	\$450.00	\$450.00
Laboratory Services					
11	Natural Water Content	6	each	\$10.00	\$60.00
12	Atterberg Limits	5	each	\$110.00	\$550.00
13	Sieve Analysis	2	each	\$190.00	\$380.00
14	Unconfined Compressive Strength - Soil	4	each	\$30.00	\$120.00
15	Unconfined Compressive Strength - Rock	8	each	\$295.00	\$2,360.00
16	Dry Unit Weight - Soil	-	each	\$22.00	\$0.00
17	Consolidated Undrained Triaxial Tests (3 points)	1	each	\$1,250.00	\$1,250.00
18	Consolidation Tests	1	each	\$650.00	\$650.00
19	Corrosion Series (pH, Resistivity)	2	each	\$290.00	\$580.00
20	Permeability	1	each	\$410.00	\$410.00
21	Proctor (ASTM D 698)	1	each	\$200.00	\$200.00
				SUBTOTAL	\$38,035.00
Other Services					
22	Typed Boring Logs (Supply gINT files using provided template)	1	lump	\$2,000.00	\$2,000.00
23	Data Report (summary of information collected, boring logs, laboratory test data)	1	lump	\$1,500.00	\$1,500.00
				TOTAL	\$41,535.00

City of Ottumwa
Northside Levee
Ottumwa BNSF Closure Gate

Fee Estimate Preparation Date: 9/18/2024

Labor Hours Detail

Civil Design & Construction

Task Description	Labor Hours of Effort		Subtotal Labor Hours	Subtotal Labor and Overhead Cost
	Cost Engineer/Estimator - Lead/Senior	Cost Engineer/Estimator - Mid		
Concept Submittal				
Review Plans & Specs	12	20	32	\$ 4,420
Incidental Quantity take-offs/Obtain Material Quotes	16	64	80	\$ 10,109
Build Mii database with items as available	16	40	56	\$ 7,399
Supporting Docs/Write-ups	8	8	16	\$ 2,344
60% Submittal				
Address Dr. Checks Comments	8	8	16	\$ 2,344
Review Plans & Specs	8	16	24	\$ 3,248
Incidental Quantity take-offs/Obtain Material Quotes	16	60	76	\$ 9,657
Update/Revise Mii	20	64	84	\$ 10,829
Build Construction Schedule in P6	16	40	56	\$ 7,399
Supporting Docs/Write-ups	8	12	20	\$ 2,796
RTA Submittal				
Address Dr. Checks Comments	8	8	16	\$ 2,344
Review Plans & Specs	8	8	16	\$ 2,344
Incidental Quantity take-offs/Obtain Material Quotes	8	20	28	\$ 3,699
Update/Revise Mii	8	24	32	\$ 4,151
Update Construction Schedule in P6	8	16	24	\$ 3,248
Supporting Docs/Write-ups	4	8	12	\$ 1,624
Task Order Total Labor Hours	\$ 172.00	\$ 416.00	588	
Average Labor and Overhead Rate	\$ 180.09	\$ 112.93		
Total Labor and Overhead	\$ 30,975	\$ 46,979		\$ 77,954.36

COST

City of Ottumwa

Fee Estimate Preparation Date:

9/18/2024

Northside Levee

Ottumwa BNSF Closure Gate

Labor Hours Detail

Task Description / Responsible Party	Hours	Hourly Rate	Subtotal Labor and Overhead Cost
1 Survey (Topographic and Boundary)			
Surveyor 1	8	\$ 163.00	\$ 1,304
Survey Technician II	20	\$ 91.00	\$ 1,820
Drafter V	20	\$ 85.00	\$ 1,700
2 Base Topographic Map & Preliminary Site Plans			
Engineer I-A	8	\$ 237.00	\$ 1,896
Engineer V	20	\$ 149.00	\$ 2,980
3 Design - Civil			
Engineer I-A	4	\$ 220.00	\$ 880
Engineer V	60	\$ 150.00	\$ 9,000
Engineer VI	8	\$ 128.00	\$ 1,024
4 Final Plans and Specifications	4	\$ 220.00	\$ 880
Engineer I-A	40	\$ 149.00	\$ 5,960
Engineer V	20	\$ 128.00	\$ 2,560
Engineer VI	8	\$ 70.00	\$ 560
Clerical III			
5 Construction Engineering Support			
Engineer I-A	2	\$ 220.00	\$ 440
Engineer III-C	4	\$ 128.00	\$ 512
Task Order Total Labor Hours	226		
Total Labor and Overhead			\$ 31,516.00

PAST PERFORMANCE WITH SIMILAR TYPES OF WORK



USACE KANSAS CITY, KC LEVEE AND FLOODWALL RAISES

Kansas City, MO

Building on HNTB's 25-year involvement with KC Levees, HNTB prepared, edited, and assembled the interim and final engineering appendices to the feasibility study. The project scope consists of

17 miles of levee and floodwall raises for the Argentine, Armourdale and Central Industrial District levee units, within the \$529M levee raise project, for the protection of more than \$9.5B in infrastructure.

The project includes new, or modifications to, levees, floodwalls, gatewells, utility relocations, stoplog closures, sandbag closures and pump station abandonments. It also included collaborative support of the interim and final main feasibility study reports. HNTB provided engineering and technical support, value engineering, Independent Technical Review, levee investigations and inspections, and a floodplain management plan. HNTB also provided design project management, structures design, geotechnical design, civil design, hydrology and hydraulics, mechanical and electrical design, utility relocation and design, railroad and coordination, cost validation, technical writing and communications support in compliance with current USACE regulations, guidance and design criteria.

Design of structural components included 24,000 feet of new floodwall, evaluation of over 7,000 feet of existing floodwall with 793 feet of floodwall modification, five sandbag closures, nine railroad stoplog closures, stoplog storage buildings, two new gatewells, 34 strengthening and extensions, and nine gatewell analysis resulting in abandonment, drainage structures. Following a BNSF change in approach for the Argentine railroad stop log gap sill elevation after the USACE-developed 65% design, HNTB's scope was expanded and an accelerated redesign was completed.

HNTB worked closely with the BNSF, UPRR, CPKC and KC Terminal Railway to determine acceptable construction windows, development of construction Gantt charts, phasing options including innovative approaches to driving piling and evaluation and design of temporary jump spans in tight areas to obtain approval from the railroads to move forward with construction. We engaged the railroads early in design to streamline the railroad approval process, determine project impacts, and to meet the needs of all stakeholders. To achieve this, monthly or bi-weekly railroad coordination meetings were held to drive the design and decisions by the railroad, bringing in the railroad's public projects staff, operations and real estate.

Key Staff

Tom Poer
Jacob Ambrose
Sean Cooney
Kevin Kuhl
Heldi Lane
Manab Medhi
Carl Schipfmann

Reference

Josh Boeckmann, PE
USACE Kansas City District
(816) 389-3328

"Thank you to you and your team for your tremendous support on KC Levees. Your efforts and deliverables have greatly exceeded our expectations on KC Levees and met an extremely aggressive (potentially impossible) schedule."

- Scott Mensing, KC Levees Program Manager (following delivery of 100% plans)

PAST PERFORMANCE WITH SIMILAR TYPES OF WORK



MRLS L-385 Q1 ROLLING GATE REPAIR Riverside, MO

HNTB provided final design to support Missouri River Levee System (MRLS) L-385 Levee system including gateway, risk analysis, utility relocation and levee design. Work also included producing a levee closure and operations plan from

critical rates of rise on the Missouri River and the two tributaries for gateways, sandbag gaps, BNSF stoplog gaps, BNSF rolling gates, and pumping scenarios.

Continuing this work, HNTB provided the design of a modification to Rolling Gate Closure Gap Q1. The design to fix a noted Corps foundation deficiency was completed in coordination with the Riverside Quindaro Bend Levee District (RQBLD), BNSF and USACE requirements. Preparation of plans, specifications, a design documentation report, a cost estimate, and instructions to the field for repairs and project modifications at the roadway and railroad track crossing followed a qualitative risk assessment and significant coordination with BNSF. The final design consisted of a fully ballasted section supporting the tracks with temporary stoplogs and gate rails below the rolling gate to close the gap. Updates to the existing O&M manual were also included.

Key Staff

Tom Poer

Reference

Mike Chirpich, PE
USACE Kansas City District
(816) 389-2000



BNSF BRIDGE 4.4 OVER TURKEY CREEK Kansas City, KS

HNTB worked with the BNSF and USACE to widen the existing creek channel that runs through and adjacent to BNSF right-of-way. HNTB was responsible for designing a new railroad bridge, structural wall plans to protect the creek banks during high water events, and revised

track plans. For the single span plate girder bridge over Turkey Creek, we provided 408 coordination with USACE for the newly constructed levees and provided hydraulic modeling of Turkey Creek using HEC-RAS. HNTB coordinated with BNSF on the vertical track raise and alignment shifts. The firm also provided construction management and developed a construction sequence resulting in limited impacts to train operations.

Key Staff

Tom Poer
Sean Cooney

Reference

Mark Vande Brake, PE
BNSF Railway
(913) 551-4519



DODSON INDUSTRIAL DISTRICT FLOOD DAMAGE REDUCTION

Kansas City, MO

HNTB performed planning, preliminary and final design (including plan preparation and specifications), and an O&M manual as part of HNTB's support to the USACE KC District and the 1.25-

mile urban levee and floodwall system. HNTB performed planning, design and Title II services for Phases 1, 2, 3 and portions of Phase 4; and preliminary design for Phases 4 and 5.

HNTB's extensive design experience on this levee and floodwall project included: the preparation of DDRs, the design of multiple project phases to accommodate incremental funding, and application of experience gained through performing as the government's technical representative for the construction of three phases. The project included geotechnical, structural, civil, hydrology, hydraulics, planning, electrical, mechanical, VE, cost estimating, architectural, and survey for final design.

Phase 1 initial design included 853 feet of concrete T-wall with an integral gatewell, sluice gate and an I-wall section. HNTB designed one 100-foot stop log structure and storage vault. Phase 2 included the tie-in of the concrete floodwall to the Hickman Mills Bridge by construction of an I-wall and stepped T-wall, placed on augercast piles. During Phase 3 HNTB successfully developed alternatives, concept design, construction sequence and final design of a positive closure gatewell on the live 96-inch sanitary sewer without disrupting sewer service. Phase 4 included 1-mile of levee, access ramps, four I-walls, three gatewells, pipes and headwalls. Preliminary design included pipe jacking for a 48-inch storm sewer and 16-inch sanitary sewer.

Key Staff

Tom Poer
Kevin Kuhl
Heidi Lane

Reference

John Holm, PE
USACE Kansas City District
(816) 389-3111

"HNTB team members are extremely dedicated to serving the mission of the Corps of Engineers and have been available to help solve any problem or resolve any issue in extremely professional fashion. HNTB has provided conscientious and highly dedicated engineering during construction services and takes full responsibility for their assigned mission."

- CPARS Quote



WBV-09A, HERO TO OAKVILLE, FIRST LIFT LEVEE ENLARGEMENT

Plaquemines Parish, LA

HNTB served as the lead designer of the WBV, Hero to Oakville Levees, Floodwall and Pumping Station, East of Harvey Canal, WBV 09a Reach in Plaquemines Parish. Principal design elements of this multi-phased project include: interior

drainage conveyance channels, gatewell, precast prestressed concrete box culverts, and water control gates; 4,500 linear feet of levees with and without reinforcing geotextiles, levees with stability berms, levees with deep soil mixing and Mississippi River levee tie-in; reinforced concrete floodwall, roadway and railroad flood gates; Highway 23 crossing and emergency access road; pump station, precast prestressed concrete generator building, crane hoist and pipe supports; mechanical, electrical and Supervisory Control and Data Acquisition (SCADA) system designs; and temporary works.

The levee and floodwall design included stability analyses for both unreinforced and high strength geosynthetic reinforced levees, stability berm design, detailed settlement analyses with consideration for staged lifts to year 2057 to account for sea level rise, I-wall design using gap analyses, and T-wall design including driven pile design (static pile capacity curves) for foundation support. WBV-09a has been tested by several named storms throughout the years, but none as strong and as close as Hurricane Ida in August 2021. WBV-09a's levee embankments, floodwalls and pump station performed as intended with minimal damage sustained to the system.

Key Staff

Tom Poer

Reference

Christopher L. Dunn, PhD, PE
USACE New Orleans District
(504) 862-1799

"The AE's performance in spite of numerous changes to the alignment alternatives caused by outside influences was extremely good."

- Wayne Duplantier,
USACE New Orleans



[CITY OF]

OTTUMWA

September 16, 2024

Page 1 of 1

**ADDENDUM #1
TO THE RFQ FOR THE
BNSF RAILROAD CLOSURE STRUCTURE PROJECT**

TO ALL CONSULTANTS:

The following questions were received regarding the BNSF Railroad Closure Structure Project RFQ:

1. Will you be able to share the existing survey and utilities that you currently have?
Yes. Ottumwa will make available all the existing surveys, plan sheets, and utilities data we have on file.
2. Do you want us to obtain a new topographic survey and perform existing utility survey?
The selected firm will be responsible for obtaining an updated survey and utility one call.
3. Do you want us to obtain geotechnical borings?
The selected firm will be responsible for obtaining needed geotechnical borings.

This addendum must be incorporated into your Statement of Qualifications. Please sign in the space provided to acknowledge receipt of the addendum. Include this with your submittal, or return by e-mail, on or before 11:00 AM on Friday, September 20, 2024.

Sincerely,

Phillip Burgmeier, P.E.
Engineering Department

To: City of Ottumwa - Engineering Department
105 E. Third Street
Ottumwa, Iowa 52501

We hereby acknowledge receipt of Addendum No. 1 the RFQ for the BNSF Railroad Closure Structure Project

Firm: HNTB Corporation

By: Tom Poer

Title: Project Manager

Date: 9/17/2024

City of Ottumwa, Engineering Department
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0680 Fax 641-683-0692

STANDARD FORM OF CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between **CITY OF OTTUMWA, IOWA** (Owner) and **HNTB CORPORATION** (HNTB), for the following reasons:

1. Owner intends to engage HNTB to provide certain professional Design services (the Services) in connection with the Ottumwa Northside Levee BNSF Closure Structure Project; and,
2. HNTB is prepared to provide the Services for the Project.

In consideration of the promises contained in this Agreement, Owner and HNTB agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be September 19, 2024.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Iowa.

ARTICLE 3 - SCOPE OF SERVICES

HNTB shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

HNTB shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

A. Owner shall pay HNTB in accordance with Attachment C, Compensation. Notwithstanding anything to the contrary contained herein or in the Compensation attachment, HNTB may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the Services actually rendered, within the total authorized amount set forth herein.

B. HNTB shall invoice Owner at a minimum on a monthly basis for Services rendered. Invoices shall be due and payable upon receipt. If Owner objects to any invoice submitted by HNTB, Owner shall so advise HNTB in writing giving reasons therefor within seven (7) days of receipt of such invoice. If any invoice submitted by HNTB is disputed by Owner, only that portion so disputed may be withheld from payment at which time Owner shall immediately reimburse HNTB for any outstanding amounts due with respect thereto. HNTB will not be required to revise invoices if total disputed amount is less than 2.5% of total invoice value, and such amounts will be adjusted on next invoice submittal. If no such objection is made, the statement will be considered acceptable to Owner and immediately due and payable.

C. Invoice amounts not paid within thirty (30) days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay HNTB's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts. In addition, HNTB shall have the right to suspend Services if Owner fails to make timely payments thirty (30) days after receipt of invoice.

D. All payments made to HNTB hereunder shall be in U.S. currency. If payment is made by electronic funds transfer, such payment shall be in strict accordance with instructions specified in writing by HNTB's Treasury Department and shall not be reduced by any wire transfer fee, bank processing fee, or other fee pertaining to the rendering of payment. No changes to wiring instructions shall be made without express written confirmation from HNTB's Treasury Department.

ARTICLE 6 – CHANGE MANAGEMENT

A. The parties may at any time agree to a written Change Order within the general scope of this Agreement. If any Change Order should result in an increase or decrease in the cost of, or the time required for, performance under this Agreement, or otherwise affects any other provision of this Agreement, an equitable adjustment shall be made in the compensation, delivery schedule, or both if applicable and/or in such other provisions of this Agreement as may be so affected prior to HNTB's obligation to begin any such changed services. HNTB shall submit written notice of such impacts to Owner. Owner shall take action on such notice within ten (10) days of submittal and a mutually agreed upon Amendment to the Agreement shall be issued in writing executed by both parties prior to HNTB's performance of such changed services.

B. If HNTB believes Owner has requested out of scope work that is not identified in the Scope of Services, HNTB shall submit a written request for change in writing to Owner outlining the nature of the out-

of-scope work involved, the reasons for which HNTB believes additional compensation will or may be due, with a statement of estimated changes in fee or time schedule. Owner shall take action on such request within ten (10) days of submittal and a mutually agreed upon Change Order or Amendment to the Agreement shall be issued in writing executed by both parties prior to HNTB's performance of such out of scope work.

C. It is the intention of this Article that any notice or claim for out-of-scope work for whatever reason be brought to the attention of Owner at the earliest possible time in order that matters related to any such work can be settled in a prompt manner but in no event later than the time limits set forth in this Article. HNTB shall not be required to perform out-of-scope or Change Order work unless such work and any applicable change has been approved in writing by Change Order or Amendment to this Agreement executed by both parties.

D. Change Orders and Amendments shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

A. Owner shall be responsible for all matters described in Attachment D, Owner's Responsibilities, if applicable. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of HNTB:

(1) Place at HNTB's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by HNTB to perform its Services.

(2) Give prompt written notice to HNTB whenever Owner becomes aware of any development that affects the scope or timing of HNTB's Services, or any defect in the Services of HNTB.

(3) Advise HNTB of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

B. Owner hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by Owner to HNTB. If Owner does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to HNTB, Owner shall obtain a license or right to use, including the right to sublicense to HNTB. Owner hereby grants HNTB the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. Owner represents that HNTB's use of such documents will not infringe upon any third parties' rights and Owner will indemnify and protect HNTB from any infringement claims arising from HNTB's use of any plans, documents or other materials provided to HNTB in the performance of its Services hereunder.

ARTICLE 8 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 9 - INDEMNIFICATION AND LIABILITY

A. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and HNTB's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and HNTB agree to allocate and limit such liabilities in accordance with this Article.

B. HNTB agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by HNTB's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of HNTB and Owner, they shall be borne by each party in proportion to its own negligence.

C. To the fullest extent permitted by law, the total aggregate liability of HNTB and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by HNTB under this Agreement.

D. To the fullest extent permitted by law, HNTB shall not be liable to Owner for any special, punitive, consequential or indirect damages resulting in any way from the performance of the Services or otherwise arising from this Agreement.

E. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 10 - INSURANCE

- A.** During the term of this Agreement, HNTB shall maintain the following insurance:
- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Business Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - (3) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - (4) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.
 - (5) In the event the Services are to be performed within 50 feet of any railroad tracks, Railroad Protective Liability Insurance as required by the track owner and/or operator. HNTB's Commercial General Liability Insurance policy shall be endorsed with the Contractual Liability – Railroads ISO CG 24 17 endorsement.
- B.** HNTB shall, upon written request, furnish Owner certificates of insurance as evidence of compliance with this Article. Owner shall require all Project contractors to include Owner, HNTB, and its parent company, affiliated and subsidiary entities, directors, officers and employees as additional insureds on their Commercial General and Business Automobile Liability insurance policies, and to indemnify both Owner and HNTB, each to the same extent.
- C.** HNTB and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in any construction related to the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and HNTB to the same extent.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITY

- A.** HNTB shall not be responsible for (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to HNTB, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to HNTB in Attachment A, Scope of Services.
- B.** In the event the Owner requests HNTB to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to HNTB for review at least 15 days prior to the requested date of execution. HNTB shall not be required to execute any certificates or documents that in any way would, in HNTB's sole judgment, (i) increase HNTB's legal or contractual obligations or risks; (ii) require knowledge, services or responsibilities beyond the scope of this Agreement; or (iii) result in HNTB having to certify, guarantee or warrant the existence of conditions whose existence HNTB cannot ascertain.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Because HNTB has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, HNTB's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. HNTB does not guarantee that quantities, proposals, bids, or actual Project costs will not vary from HNTB's cost estimates or that actual schedules will not vary from HNTB's projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by HNTB as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by HNTB for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to HNTB. Owner shall indemnify and hold harmless HNTB and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle HNTB to additional compensation at rates to be agreed upon by Owner and HNTB.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by HNTB and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that HNTB shall have the unrestricted right to their use. HNTB shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property.

Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of HNTB.

ARTICLE 15 - TERMINATION AND SUSPENSION

A. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to HNTB. HNTB shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay HNTB for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to HNTB's compensation and the Project schedule. Notwithstanding anything to the contrary contained herein, HNTB shall have the right to reassign staff, whether considered key staff or not, as appropriate to accommodate its business needs if performance hereunder is suspended for a period greater than ninety (90) days. If the original key staff are no longer available upon restart of a period of suspended performance for any reason, HNTB shall, without penalty, be permitted to substitute alternate staff and if requested, will resubmit its schedule of key staff and their qualifications for approval by the Owner, such approval not to be unreasonably withheld.

ARTICLE 16 - DELAY IN PERFORMANCE

A. Neither Owner nor HNTB shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or HNTB under this Agreement. HNTB shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 17 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:
Owner:

Owner: City of Ottumwa
Attn: Phillip Burgmeier
105 E. Third Street
Ottumwa, IA 52501
Phone: 641-683-0680
Email: burgmeierp@ottumwa.us

HNTB: HNTB Corporation
Attn: Tom Poer, PE, PMP, ENV SP, F. SAME
715 Kirk Drive
Kansas City, MO 64106
Phone: 816-527-2357
Email: tpoer@hntb.com

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and HNTB.

ARTICLE 18 - DISPUTES

A. In the event of a dispute between Owner and HNTB arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

B. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

A. HNTB hereby affirms its support of affirmative action and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246, as Amended by Executive Order Number 11375; Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of Labor relating thereto. All such regulations and are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. **HNTB further affirms that it and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a).**

These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, height, weight, color, religion, sex (including gender identity), sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. HNTB further affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is HNTB's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment and to make sure that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color or national origin in consideration for an award.

B. Furthermore as and when applicable, HNTB, for itself, its assignees and successors in interest affirms it will comply with:

(i) Executive Order 13496 requiring employers to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector (see 29 CFR Part 471, Appendix A). HNTB shall post the prescribed notice in every subcontract wherein services are performed under a federally-funded program and/or under a federal contract, except contracts for purchases under the Simplified Acquisition Threshold (currently \$100,000), subcontracts below \$10,000, and in those cases where the Secretary exempts a contracting department or agency pursuant to the Executive Order. HNTB shall also require its subconsultants to post the prescribed notice in all lower-tier consultant contracts.

(ii) Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation including 49 CFR Part 21 through Appendix H; 23 CFR Part 200 (Title VI of the Civil Rights Act of 1964 and related statutes); and 23 CFR, subpart 710.405(b), which are incorporated herein by reference and made a part of this Agreement.

C. HNTB further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 20 - WAIVER

A waiver by either Owner or HNTB of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 21 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of

any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 22 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between Owner and HNTB. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

Owner and HNTB each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 24 - ASSIGNMENT

Neither Owner nor HNTB shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, HNTB may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent HNTB from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 25 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and HNTB. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and HNTB.

IN WITNESS WHEREOF, Owner and HNTB have executed this Agreement. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the party for whom they sign.

CITY OF OTTUMWA, IOWA
(Owner)

Signature: _____

Name: _____

Title: _____

Richard W. Johnson
Richard W. Johnson
Mayor

HNTB CORPORATION
(HNTB)

Signature: _____

Name: _____

Title: _____

ATTACHMENT A
SCOPE OF SERVICES

Project Background Information

This project includes the design and construction of an approximately 100 LF closure device that is a structural part of the levees system across the Burlington Northern Santa Fe (BNSF) Railroad tracks at the location shown in Attachment 1.

The location was previously closed off with an earthen levee, but the Des Moines River's flood profile through Ottumwa was reevaluated which placed the BNSF tracks below the 100 year level necessitating a permanent closure structure. The river side of the structure will tie into an existing levee running parallel to the Canadian Pacific Kansas City (CPKC) Railroad. The landward side will tie into natural high ground. A plan and profile view of the closure structure area is included as Attachment 2. There has been railroad work since this survey so the elevations may be outdated.

The City of Ottumwa desires to move forward with this project as soon as possible. Currently it is anticipated construction will begin in 2025. The Consultant Contract will consist of the elements listed below, and will run through the end of construction.

Daily on-site inspection will be performed by the City.

Project Elements may include the following:

- Monthly progress meetings and plan reviews with the City, as required.
- Present information at public meetings, preconstruction meeting, and council meetings as requested by City
- Coordination with all involved agencies including BNSF, USACE, FEMA, etc.
- Obtain all required permits, USACE, IDNR, BNSF, FEMA, etc.
- Preparation of plats with legal descriptions for any temporary construction easements or permanent easements that may be required.

Design Elements may include the following:

- Field work including surveys, review of existing utilities, and subsurface exploration.
- Development of plans in accordance with BNSF and USACE procedures.
- Closure structure and levee transition design, including provisions for drainage and utility penetrations through the structure.
- Project staging to maintain railroad access.
- Detailed cost estimate.

Construction Elements may include the following:

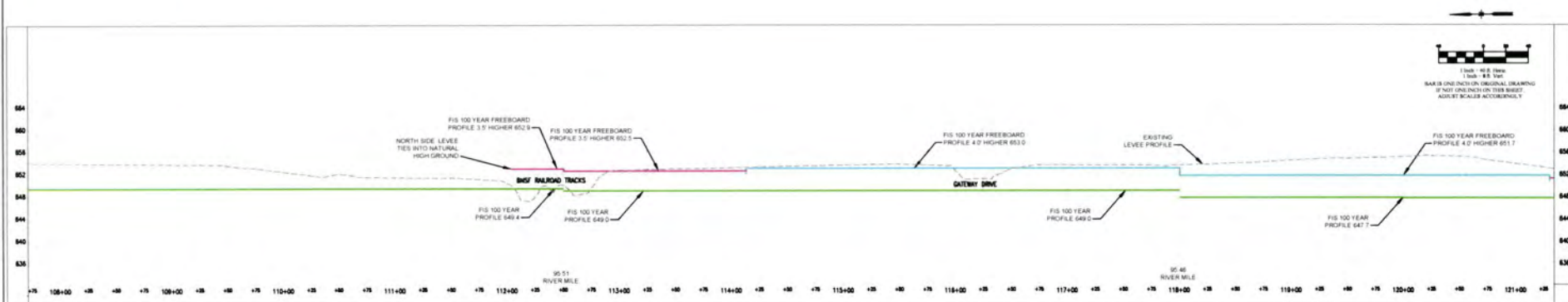
- Prepare O&M Manuals for City and BNSF

The consultant shall provide the City with the following for the project:

- Layout plans and appropriate detail design drawings of the project and its component parts which shall consist of all plans, elevations, sections, and other drawings necessary for letting purposes. Plans shall be prepared in English units. All final drawings shall be submitted on 22" x 34" paper, with signature of licensed engineer in contrasting ink. Final drawings shall also be submitted electronically, including survey information and all CAD files.
- Complete specifications for the project covering the work to be constructed, consisting of Special Provisions and Supplemental Specifications. Final specifications shall also be submitted electronically.
- Monthly progress reports or charts, which shall indicate the percentage of work on various items, completed to the date of such report, together with a description of the status of work in progress. Such progress reports may be used as a basis for monthly statements for partial payments to the consultant.
- The consultant must submit files using the following software, which are compatible with the City of Ottumwa for storage and future use: Microsoft Word for text documents, Microsoft Excel for spreadsheets, and AutoCAD for design drawings.
- All files (paper and electronic) are property of the City of Ottumwa.

Attachment 1





 CITY OF OTTAWA 1000 1000	1000 1000	Date: 1/1/11	Drawn by: MB	PROJECT NAME OTTAWA LEVEE SYSTEM	SHEET NO. 11
		Date: 1/1/11	Checked by:		

ATTACHMENT B

SCHEDULE

The project schedule will be finalized following project selection.

ATTACHMENT C

COMPENSATION

For performing the Services identified within Attachment A, Scope of Services Owner shall pay HNTB the lump sum amount of \$791,610. The lump sum amount includes labor rates, overhead, fee, and direct costs. HNTB may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the Services actually rendered within the total lump sum amount.

ATTACHMENT D

OWNER'S RESPONSIBILITIES

Owner shall perform and provide the following in a timely manner so as not to delay the Services of HNTB, and HNTB may rely on the accuracy and completeness of the following:

1. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to HNTB's Services for the Project.
2. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of HNTB's Services.
3. Make Owner's facilities available to HNTB as required for performance of the Services under this Agreement, and provide labor and safety equipment required for access.
4. Maintain property insurance on all pre-existing physical facilities.
5. For additional needs, see section 3.1 City Furnished Items, in the scope of work.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of : Jun 18, 2024

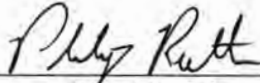
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 147-2024 - Approving an Agreement with McMahon Associates, Inc. for Professional Consulting Services

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 147-2024

DISCUSSION: With the retirement of Fire Chief Miller in September of 2023, the position has not been filled in a permanent capacity. The City has attempted to fill the position on two occasions. The first time resulted in one eligible candidate who was offered the position and turned it down. The second time resulted in one applicant who was not certified under the civil service procedure. Since the first failed attempt to fill the position I have been looking for alternative support to assist with the administrative functions of the role. One of these options was a retired fire chief who reviewed the opportunity and expressed the task bigger than one person could take on. Another option that was explored was the use of a company which

Source of Funds: General Fund - Fire

Budgeted Item:



Budget Amendment Needed:

specializes in the management of public safety and municipal entities. Attached to this document is a proposal for Professional Consulting Services for the fire department. The company would assign a team of professionals who have experience in the fire and emergency services area. They would be on site 4-5 days per month and available for consultation and support outside of those days.

The team would work with fire officers, city administration, and outside agencies as needed to review current practices and make recommendations related to required trainings, compliance with legal guidelines and standards, equipment, standard operating guidelines and policies, general operations, and EMS coordination. They work with current staff and DO NOT take command at any scene or incident. The company would provide support and guidance on the administrative side of the job and may prepare staff to be ready and able to take on the position the next time the job is posted for hire and/or assure the outside agencies that the City of Ottumwa of its support for the fire department and its future operation.

RESOLUTION NO. 147-2024

**RESOLUTION APPROVING AN AGREEMENT WITH
MCMAHON ASSOCIATES, INC FOR
PROFESSIONAL CONSULTING SERVICES**

WHEREAS, the City of Ottumwa has been operating without a full time fire chief since the retirement of Tony Miller; and

WHEREAS, the City has attempted on two separate occasions to fill the role and has been unsuccessful on both occasions, the first attempt resulting in a candidate turning down an offer and the most recent attempt receiving only one applicant; and

WHEREAS, McMahon Associates, Inc. has a Public Safety & Municipal Management component of their company which can provide support and counsel to the Interim Fire Chief, the Department, and the City; and

WHEREAS, the City has identified a need for Fire Management Counsel by professionals who can provide administrative support while evaluating and making recommendations related to the operating policies and procedures, equipment, training, and compliance of the fire department; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the proposed Agreement between the City of Ottumwa, Iowa and McMahon Associates Inc. be hereby approved.

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution and the attached Agreement.

APPROVED, PASSED AND ADOPTED, this 18th day of June, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

Fire Management Counsel

Prepared for The



WAPELLO COUNTY | IOWA

February 12, 2024

Prepared By

Kevin Kloehn, Public Safety Specialist

Jeffrey R. Roemer, Public Safety Manager



Fire Management Counsel

Prepared for The



Prepared By
McMahon Associates, Inc. | NEENAH, WISCONSIN
February 12, 2024

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February 12, 2024

City of Ottumwa
Attn: Philip Rath, City Administrator
105 E. Third Street
Ottumwa, IA 52501

Dear Mr. Rath,

We are pleased to submit a proposal for Fire Management Counsel for the City of Ottumwa. Our teams' passion for Public Safety and working with Fire Management provides the basis for our interest in submitting this proposal. The McMahon Associates, Inc. (McMahon) team of consultants will not only meet your expectations, but also have extensive Fire Management experience.

McMahon's Public Safety and Municipal Management Group is a national and international consulting firm whose focus is on public sector consulting services. Most of our clients are public sector entities: municipalities, counties, tribes, or special districts. Our team of consultants are all senior level staff and are either current or former municipal management practitioners. An important component of our approach is frequent communication with the Administration.

Our extensive operational and strategic experience in the public safety area uniquely qualifies us for a project of this nature. The team has management, operational, technical, and consulting experience with all types of municipal and public safety operations experience.

Thank you again for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 920-751-4200 ext. 403 or by email at kkloehn@mcmgrp.com. We look forward to working with you on this important project!

Respectfully,
McMahon Associates, Inc.

A handwritten signature in black ink that reads "Kevin Kloehn".

Kevin Kloehn
Public Safety Specialist

A handwritten signature in black ink that reads "Jeffrey R. Roemer".

Jeffrey R. Roemer
Public Safety Manager

JRR:kmh

McMahon provides public management consulting that provides professional, high quality public management consulting, project management and other related services to organizations throughout the United States and abroad. Our consultants have served the needs of numerous municipalities throughout the United States and remain very active with several public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- Paramedic Systems of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards. This knowledge allows us to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.

Our approach to this project requires a clear understanding of the current Fire Departments organization, staffing, operations, administration, planning, and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input

To provide Fire Management Counsel and make specific recommendations, it is critical that we receive quality information from officials, and staff. Accordingly, our approach includes regular meetings with the City Administrator and Fire Chief, along with associated agencies that would have valuable information to communicate to the Service.

Practical Recommendations

Our goal is to provide our client with realistic recommendations for the administration and management of the fire department. These recommendations need to be practical and based on sound practical standards and legal considerations.

Project Management

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with the City and Fire Department Administration.

Department Meetings

Initial meetings will be held with the City and Fire Administration and/or Fire Officers, to review the duties and responsibilities of McMahon during the term of this project.

Management Team

The management team will consist of the McMahon project team, primarily Kevin Kloehn, and the City Administrator, the Fire Chief and his Officers. This team will meet initially to organize and plan the communications structure, the daily, weekly, and monthly work plan, which will be utilized to complete the project.

Availability

The McMahon project manager will be on-site an average of four to five days per month and will provide the ability for direct communications with the Fire Chief and City Administrator daily.

Administration

The management team will manage the project direction, revisions of department operations, coordination of agencies and resource needs.

Training

The management team will develop a department-wide training plan, which will outline training responsibility and provide adequate training for all department personnel on related changes to the Department based on the recommendations.

Compliance

The management team will review all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards. McMahon will also assist with coordinating corporate and public legal assistance if needed.

Equipment and Maintenance

The management team will review current equipment, maintenance procedures and provide recommendations for any changes based on the resource recommendations.

Standard Operating Guidelines

The Project Manager will also provide guidance and assistance with the implementation and training of any changes to the department standard operating guidelines and response plans.

External Contacts

The Project Manager will assist with external fire departments, dispatch and related agencies as needed.

Reporting

A management summary report will be provided to the City Administrator monthly. This report will outline the project team and department activities and actions that have taken place during this project.

Emergency Scene Operations

The management team will review current incident scene practices and uniformity and develop and refine related standard operating guidelines to assure adherence to safety standards, best tactical practices, and uniformity throughout the Department, based on the recommendations. McMahon personnel will not be in a position to take command at the scene of any incident.

EMS Coordination

The Project Manager would also be available to assist with EMS coordination as needed by the Department.

Project Fee

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Fire Management Counsel as follows:

Time & Expense estimated at: \$10,000 - \$13,000 per month

Upon acceptance of this Proposal, McMahon will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated November 10, 2024, which will be incorporated into the Agreement for reference.

Invoices will be sent every month based on the previous months' time and expenses.

Project Schedule

McMahon has the staff available to begin this project immediately upon award. Based on our prior experience in projects similar in nature, it is estimated that it will take approximately five to eight (5-8) months to complete. This timeline is contingent upon the compliance issues that need to be worked on. There will be weekly communications with the City Administration and regular review of project hours and prioritizing of objectives.

Personnel assigned to this project are selected from McMahon Associates, Inc. (McMahon). The Project Manager supervises the Project Team and clerical personnel support the team. The combined resources ensure that the client receives the best possible combination of professional attention.

Kevin K. Kloehe – Public Safety Specialist

Kevin will serve as Project Manager. Kevin has over 31 years of experience in the Fire, Emergency Medical, and Emergency Management field. He recently retired as a Fire Chief of a consolidated fire department in Wisconsin. Before his position as Fire Chief, he worked as a Shift Commander/Battalion Chief, Captain, and Driver. Prior to becoming a career Fire Chief, Kevin worked as a Fire Chief for a Volunteer Department in which he consolidated two (2) Fire Departments within a Community. Kevin has experience on two (2) major Consolidation Projects, Strategic Planning, Emergency Operations Planning, and developing Training Plans for new Firefighters.

Kevin I. Bierce – Senior Public Safety Specialist

Chief Bierce has been the Fire Chief for the City of Pewaukee Fire Department since 2008 where he oversees all emergency operations. Prior to becoming Chief, he worked in various positions including Assistant Chief, Division Chief of Prevention, Captain, and Lieutenant. As Division Chief of Inspections, Kevin worked to combine the building inspection department of two communities under the authority of the Fire Department to create the Building Services Division overseeing building, zoning, and plan review of all structures in the Village and City of Pewaukee. He is a licensed building official and serves by appointment of the Governor of Wisconsin on the Wisconsin Commercial Building Code Council, responsible for the oversight and review of the Wisconsin Building Codes.

Robert C. Whitaker – Senior Public Safety Specialist

Robert will assist the Project Team and has over 25 years of experience in the fire, emergency medical and emergency management field. He currently works as a Fire Chief/Administrator of a consolidated fire department in Wisconsin. Before his position as Fire Chief/Administrator, he worked as a Deputy Chief of Administration, Battalion Chief and Training Chief. Robert has worked as a consultant on a variety of public sector management projects, including multiple projects on fire service consolidation and shared service initiatives.

Gerald W. Kudek – Public Safety Specialist II

Gerald is an experienced and dedicated public safety professional with over 38 years of experience in the fire service. Starting as a paid-on-call firefighter, he advanced to a full-time career and has served in every aspect of the fire department, from firefighter/EMT, Motor Pump Operator, Lieutenant in charge of Training, Battalion Chief, and to his last 10 years as Fire Chief. His strong leadership and relationship building skills were key as the department gained City Council approval of 9 new firefighter positions (without grant or referendum), as well as moving forward with new station construction and a station remodel. His areas of expertise include fiscal responsibility, problem solving, and innovative thinking.

Jeffrey R. Roemer – Public Safety Manager

Jeff will assist the Project Team with review of project specific information and processes as well as advise on findings and recommendations. He has over 35 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Group for McMahon. He is a certified public manager and has been providing full-time public safety management consulting for the last 24 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

RIPON AREA FIRE DISTRICT
Strategic Planning & Org Analysis and Fire Management Counsel
Ellen Sorenson
515 Aspen Street,
Ripon, WI 54971
920-745-2262

CITY OF MAUSTON
Fire Management Counsel
Mauston Police and Fire Commission
Brian McGuire, Chairman
btcguire77@gmail.com
303 Mansion Street
Mauston, WI 53948
608-548-3035

HOLMEN FIRE DISTRICT
Fire Department Sustainability and Fire Management Counsel
Patrick Barlow, Fire Board President
barlow@holmenwi.com
710 South Main Street,
Holmen, WI 54636
608-526-9363

CITY OF BARABOO, WI
Fire Dept. Organizational & Consolidation Feasibility Study
Edward Geick, City Administrator
101 South Blvd
Baraboo, WI 53913
608-355-2715

CITY OF DE PERE, WI
Fire Dept. Organizational & Consolidation Feasibility Analysis and Interim Fire Chief Services
Larry Delo, City Administrator
335 S. Broadway
De Pere, WI 54115
920-339-4044

VILLAGE OF GERMANTOWN
Fire Management Counsel Services
Steven Kreklow, Village Administrator
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262-250-4775

CITY OF GREEN BAY
Interim Fire Chief Services
Eric Genrich, Mayor
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Green Bay, WI 54301
920-448-3000

VILLAGE OF JOHNSON CREEK
Interim Fire Chief Services and Fire Management Counsel
Sam Bell, Village Clerk
samb@johnsoncreekwi.org
125 Depot Street
Johnson Creek, WI 53038
920-699-2296