



**\*\*AMENDED AGENDA  
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 33  
Bridge View Center, 102 Church St.

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

**PLEDGE OF ALLEGIANCE**

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

**B. CONSENT AGENDA:**

1. Minutes from Regular Meeting No. 31 on October 1, 2024 as presented.
2. Acknowledge and approve October 15, 2024 Claims List as submitted by the Finance Department.
- \*\*3.** Acknowledge August 2024 financial statements as submitted by the Finance Department.
4. Approving purchase of six (6) Galvanized Light Poles in the amount of \$26,298 for the Electrical Department.
5. Resolution No. 229-2024, fixing November 5, 2024 as a date for a public hearing to approve the plans, specifications, form of contract and estimated cost for the Cemetery Office and Maintenance Building Project.
6. Resolution No. 230-2024, fixing November 5, 2024 as a date for a public hearing on the proposal to discontinue the Public Safety Advisory Commission.
7. Beer and/or liquor applications for: Mimi's Taqueria, Inc., 707 Church St., with outdoor service area; Ross Tobacco Shop, 129 East 2<sup>nd</sup> St.; Mizu Hibachi & Sushi, 1111 Quincy Ave., Suite 111; Club 888, 123 W. Third St.; all applications pending final inspections.

**C APPROVAL OF AGENDA**

**D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:**

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

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

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

**F. PUBLIC HEARING:**

1. This is the time, place and date set for a Public Hearing to approve a lease agreement for 14521 Second Avenue, 6,000 square feet of Building No. 34 located at the Ottumwa Regional Airport.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 227-2024, approving a lease agreement between the City of Ottumwa and Zach Ashmore for approximately 6,000 square feet of Building No. 34 at the Ottumwa Regional Airport.

**RECOMMENDATION: Pass and adopt Resolution No. 227-2024.**

2. This is the time, place and date set for a Public Hearing on the proposal to convey real property located at 1229 Brentwood, Ottumwa, Iowa, to Weston McKee, and the Hearing thereon.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 232-2024, accepting the bid and approving the conveyance of certain real property at 1229 Brentwood to Weston McKee in the amount of \$81,200.

RECOMMENDATION: Pass and adopt Resolution No. 232-2024.

3. This is the time, place and date set for a Public Hearing on the proposal to convey interests in real property at 1317 E. Mary Street to Selman Aliu, pursuant to a proposed Purchase Agreement.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 234-2024, approving and authorizing the conveyance of certain real property at 1317 E. Mary Street to Selman Aliu and approving and authorizing execution of a related Purchase Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 234-2024.

4. 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 Contract, Bonds and Certificate of Insurance for the Blake's Branch Sewer Separation, Phase 8, Division 3 Project.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 235-2024, adopting Plans, Specifications, Form of Contract and Estimated Cost for the Blake's Branch Sewer Separation, Phase 8, Division 3 Project.

RECOMMENDATION: Pass and adopt Resolution No. 235-2024.

- D. Resolution No. 236-2024, making Award of Construction Contract for the Blake's Branch Sewer Separation, Phase 8, Division 3 Project.

RECOMMENDATION: Pass and adopt Resolution No. 236-2024.

- E. Resolution No. 237-2024, approving Construction Contract and Bond for the construction of the Blake's Branch Sewer Separation, Phase 8, Division 3 Project.

RECOMMENDATION: Pass and adopt Resolution No. 237-2024.

G. ORDINANCES:

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

1. Anti-Harassment Policy for City of Ottumwa employees.

RECOMMENDATION: Receive presentation with review and comments on DRAFT version of Anti-Harassment Policy for City of Ottumwa employees.

2. Planning Department Policy No. 1-2024.

RECOMMENDATION: Approve Planning Department Policy No. 1-2024, a Policy Concerning Courtesy Notices for Variances, Conditional Use Permits and Rezonings.

3. Purchase CASE SR175B Skid Steer for Recycling Center.

RECOMMENDATION: Approve the purchase of Skid Steer from Greiner Implement for \$35,000 after trade-in credit for the Recycling Center.

I. RESOLUTIONS:

1. Resolution No. 226-2024, authorizing the Mayor to sign an agreement with Kirkham Michael and Associates, Inc. for survey, design, bid, construction and close out phases for the T-Hanger project at the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution No. 226-2024.

2. Resolution No. 228-2024, approving a contract with Revize LLC for the development, redesign and hosting of a custom municipal website for \$44,600 for the first year and \$6,900 per year for subsequent years, with option of splitting up the initial price over the first three years.

RECOMMENDATION: Pass and adopt Resolution No. 228-2024.

3. Resolution No. 231-2024, establishing fees for Planning and Development Services in the City of Ottumwa, Iowa and rescinding Resolution No. 54-2023.

RECOMMENDATION: Pass and adopt Resolution No. 231-2024.

4. Resolution No. 233-2024, affirming the City of Ottumwa's Commitment to Option No. 3 of the 2019 Iowa DOT's Concept of Reconstruction of US 34 from Wildwood Drive to West Junction US 63.

RECOMMENDATION: Pass and adopt Resolution No. 233-2024.

5. Resolution No. 238-2024, approving the purchase of a 2024 Magnum Patcher from Road Doctors in the amount of \$68,000 for the Streets Department.

RECOMMENDATION: Pass and adopt Resolution No. 238-2024.

6. Resolution No. 239-2024, awarding the contracts for asbestos abatement and demolition of the condemned property at 120 North Davis Street. (Dan Laursen \$1,000 Abatement) (Don Jones \$7,200 Demolition) total \$8,200.

RECOMMENDATION: Pass and adopt Resolution No. 239-2024.

7. Resolution No. 241-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 1515 West Main Street to Dan Laursen of Ottumwa, IA in the amount of \$5,700 (\$700 Abatement, \$5,000 Demolition).

RECOMMENDATION: Pass and adopt Resolution No. 241-2024.

#### 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.

**\*\*AMENDED – ADDED ITEM TO AGENDA THAT BECAME ITEM B-3.**



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FAX MULTI TX REPORT  
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JOB NO. 0177  
DEPT. ID 4717  
PGS. 5

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TRANSACTION OK 916416847834  
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916416823269  
ERROR 916416828482

Ottumwa Courier  
KTVO  
Ottumwa Waterworks  
Tom FM



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OTTUMWA

### FAX COVER SHEET

City of Ottumwa

DATE: 10/11/2024 TIME: 12:00 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: \*\*AMENDED Agenda for the Regular City Council Meeting #33 to be held on  
10/15/2024 at 5:30 P.M. at the Bridge View Center 102 Church Street

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TX REPORT  
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JOB NO. 0177  
DEPT. ID 4717  
ST. TIME 10/11 12:39  
SHEETS 5  
FILE NAME

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916606271885  
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ERROR 916416828482

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OTTUMWA CITY COUNCIL MINUTES

Item No. B.-1.

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

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

The meeting was called to order at 5:45 P.M.

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

Galloway moved, seconded by Hoffman to approve consent agenda items: Mins. from Regular Mtg. No. 30 on Sept. 17, 2024 as presented; Ack. and approve Oct. 1, 2024 Claims List submitted by Finance; Recommend Re-appointment of Tom Hull to Airport Adv. Brd., term to exp. 10/01/2028; Ann Youngman and Cindy Kurtz Hopkins to Ottumwa Housing Auth., terms to exp. 11/11/2026; Canvasser/Solicitor app. for Workingman's Christmas Party (Nov. 1 to Dec. 31, 2024); Proclamation of Oct. 15, 2024 as Pregnancy & Infant Loss Awareness Day; Proclamation of Oct. 2024 as National Disability Employment Awareness Month; Res. No. 214-2024, fixing Oct. 15, 2024 as date for public hearing on proposal to convey property at 1317 E. Mary to Selman Aliu; Res. No. 219-2024, fixing Oct. 15, 2024 as date of public hearing on disposition of City owned property at 1229 Brentwood; Cigarette Permit App. for MAD ZEN (405 S. Madison, Unit 2); Beer and/or liquor app. for: Godfrey's Ale House, 2513 Northgate (transfer of ownership); W. Second & McPherson BP, 1049 W. Second; Warehouse Barbeque, 2818 N. Court, with osa; Potros Garcia, 2804 N. Court; all applications pending final inspections. Motion carried 3-2. Ayes: Hoffman, Caviness, Galloway. Nays: Reid. Absent: McAntire.

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

Proclamations presented by Mayor Johnson; update provided by City Admin. Rath.

Mayor Johnson inquired if anyone from the audience wished to speak on any agenda items. There were none.

This was the time, place and date set for a Public Hearing to accept written or oral comments from the public on spending plans for 2024 Justice Assistance Grant (JAG) Program funds for the Police Dept. Lt. Hucks reported. No objections rec'd. Hoffman moved, seconded by Galloway to close public hearing. Motion carried 4-1. Absent: McAntire

Caviness moved, seconded by Hoffman to consider accepting 2024 JAG Grant in the amt. \$23,790; approve submission and auth. Mayor to sign. Motion carried 4-1. Absent: McAntire.

This was the time, place and date set for a Public Hearing approving plans, specs, form of contract and est. cost, awarding contract and Approving Contract, Bonds and Cert. of Ins. for Street Patch Repair Program – 2024. PW Dir. /City Eng. Burgmeier reported four bids rec'd on Sept. 18, 2024; lowest responsible bidder is TK Concrete, Inc. (\$102,475). No objections rec'd. Hoffman moved, seconded by Reid to close public hearing. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Galloway that Res. No. 220-2024, approving Plans, Specs., Form of Contract and Est. Cost, Awarding Contract and Approving Contract, Bonds and Cert. of Ins. for Street Patch Repair Program – 2024, be passed and adopted. Motion carried 4-1. Absent: McAntire.



This was the time, place and date set for a Public Hearing approving plans, specs., form of contract and est. cost, awarding contract and Approving Contract, Bonds and Cert. of Ins. for the Street Crack Repair Program -2024. Burgmeier reported two bids rec'd on Sept. 18, 2024; lowest responsible bidder is TK Concrete, Inc. (\$63,720). No objections rec'd. Galloway moved, seconded by Hoffman to close public hearing. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Galloway that Res. No. 221-2024, approving Plans, Specs., Form of Contract and Est. Cost, Awarding Contract and Approving Contract, Bonds and Cert. of Ins. for the Street Crack Repair Program – 2024, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Finance Dir. O'Donnell presented FY26 Budget Calendar. Review and discussion.

Caviness moved, seconded by Reid that Res. No. 206-2024, adopting Fair Share Objectives as specified through Iowa DNR, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Hoffman that Res. No. 212-2024, approving updates to Compensation Handbook, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Galloway that Res. No. 213-2024, approving FY24 AFR and order its publication, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Hoffman that Res. No. 215-2024, appointing UMB Bank, N.A. of WDM, IA, to serve as Paying Agent, Note Registrar, and Transfer Agent, Approving Paying Agent and Note Registrar and Transfer Agent Agt. and Auth. Execution of Agt., be passed and adopted. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Galloway that Res. No. 216-2024, approving and auth. a form of Loan Agt. and auth. and providing for issuance of \$758,000 GO Capital Loan Notes, Series 2024B, and levying a tax to pay the Notes; and approval of the Tax Exemption Cert., be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hoffman moved, seconded by Reid that Res. No. 217-2024, auth. execution of Termination Agt. between the City and Twentyone Properties, LLC terminating Purchase and Development Agt. between the City and Twentyone Properties, LLC, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Reid that Res. No. 218-2024, approving Final Plat of Point Isabelle Subdivision in the City of Ottumwa, Wapello County, IA, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Caviness that Res. No. 222-2024, awarding Contract for WPCF Aeration System Improv. Project, be passed and adopted. Burgmeier reported one bid rec'd; WRH, Inc. (\$399,800). Motion carried 4-1. Absent: McAntire.

Hoffman moved, seconded by Galloway that Res. No. 223-2024, awarding Contract and approving Contract, Bond, and Cert. of Ins. for Church St. Crosswalks Project, be passed and adopted. Burgmeier reported two bids rec'd; lowest responsible bidder DC Concrete & Construction (\$36,820.50). Motion carried 3-2. Ayes: Hoffman, Reid, Galloway. Nays: Caviness. Absent: McAntire.

Hoffman moved, seconded by Galloway that Res. No. 224-2024, awarding Contract and approving Contract, Bond, and Cert. of Ins. for Wapello St. Ext. Trail Project, be passed and adopted. Burgmeier

reported three bids rec'd; lowest responsible bidder TK Concrete, Inc. (\$84,299). Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Hoffman that Res. No. 225-2024, approving Prof. Services Agt. between the City and HNTB Corp. for BNSF Closure Structure Project, be passed and adopted. Burgmeier reported this provides for design of the BNSF Closure Structure that is necessary due to the flood profile of the DSM River; this portion of tracks are below Base Flood Elevation and FEMA will no longer allow the tracks to be blocked with an earthen closure. Not addressing this issue would cause Northside levee to lose its accreditation. Current budget \$1,300,000 out of Levee Construction Fund with the attached proposal for \$791,610. Motion carried 4-1. Absent: McAntire.

Res No. 147-2024 remains on the TABLE.

Mayor Johnson asked if anyone from the audience wished to address Council on any non-agenda items. Ed Paxton and Oscar Leon reported some properties along E. Main Street that are nuisances.

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

Adjournment was at 7:32 P.M.

ATTEST:



*Christina Reinhard*

Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

*Richard W. Johnson*

Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 10/12/2024.

REPORT DATE 10/11/2024  
SYSTEM DATE 10/11/2024  
FILES ID O

CITY OF OTTUMWA  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 1  
TIME 08:31:54  
USER MITCHELLK

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01173	17344136501	LIBRARY MATERIALS	VR 24101603-002	09/30/2024	-	ANNUAL SUBSCRIPTION	2565.00
CHECK TOTAL FOR CHECK NUMBER 222046 DATED 10/16/2024 WRITTEN TO 00672 ADVANTAGE ARCHIVES, LLC for the amount of							2565.00
01001	00111506533	EMS SUPPLIES	VR 24101603-001	09/19/2024	-	AED PADS AND BATTERIES	1428.00
CHECK TOTAL FOR CHECK NUMBER 222047 DATED 10/16/2024 WRITTEN TO 00694 AED UNITED for the amount of							1428.00
01001	00166106411	LEGAL FEES	VR 24101603-003	09/26/2024	-	CLIENT 10981	844.00
01001	00166106411	LEGAL FEES	VR 24101603-004	09/27/2024	-	CLIENT 10981 MATTER 92	108.00
CHECK TOTAL FOR CHECK NUMBER 222048 DATED 10/16/2024 WRITTEN TO 00800 AHLERS & COONEY P.C. for the amount of							952.00
01670	67088406723	HEAVY MOTORIZED EQUIP	VR 24101603-005	09/27/2024	-	COMPACTOR	733755.00
CHECK TOTAL FOR CHECK NUMBER 222049 DATED 10/16/2024 WRITTEN TO 01298 ALJON MANUFACTURING, LLC for the amount of							733755.00
01001	00144306503	MERCHANDISE - RESALE	VR 24101603-006	09/23/2024	-	11969180	58.48
CHECK TOTAL FOR CHECK NUMBER 222050 DATED 10/16/2024 WRITTEN TO 02592 AMERICAN BOTTLING COMPANYfor the amount of							58.48
01001	00144306320	GROUNDS MAINT & REPAIR	VR 24101603-008	09/20/2024	-	JIMMY JONES	70.00
01002	00222206320	RAMP MAINT & REPAIR	VR 24101603-007	09/09/2024	-	107242	60.00
CHECK TOTAL FOR CHECK NUMBER 222051 DATED 10/16/2024 WRITTEN TO 05700 ATOMIC TERMITE & PEST for the amount of							130.00
01135	13544506552	FUEL	VR 24101606-001	10/04/2024	-	5960008323	638.51
CHECK TOTAL FOR CHECK NUMBER 222052 DATED 10/16/2024 WRITTEN TO 06003 BP for the amount of							638.51
01001	00133406506	OFFICE SUPPLIES	VR 24101601-001	09/12/2024	-	010443	6.90
01001	00133406506	OFFICE SUPPLIES	VR 24101601-002	09/06/2024	-	010443	13.60
01001	00133406506	OFFICE SUPPLIES	VR 24101601-003	09/06/2024	-	010443	15.94
01133	13344106507	OPERATING SUPPLIES	VR 24101601-004	09/16/2024	-	010443	13.00
01001	00111106506	OFFICE SUPPLIES	VR 24101601-005	09/17/2024	-	010443	10.78
01001	00166106507	OPERATING SUPPLIES	VR 24101601-006	09/23/2024	-	010443	19.50
01131	13122806506	OFFICE SUPPLIES	VR 24101601-007	09/23/2024	-	010443	5.97
01137	13711556507	OPERATING SUPPLIES	VR 24101601-008	09/24/2024	-	010443	20.00
CHECK TOTAL FOR CHECK NUMBER 222053 DATED 10/16/2024 WRITTEN TO 06478 BAILEY OFFICE EQUIPMENT for the amount of							105.69
01001	00166256490	OTHER PROF SERV	VR 24101603-009	09/30/2024	-	ACCOUNT 773400-000E	1500.00
CHECK TOTAL FOR CHECK NUMBER 222054 DATED 10/16/2024 WRITTEN TO 07950 BERENS-TATE CONSULTING for the amount of							1500.00
01110	11022406531	STREET MAINT SUPPLIES	VR 24101603-010	09/18/2024	-	0024181	122.64
01110	11022426507	OPERATING SUPPLIES	VR 24101603-011	09/18/2024	-	0024181	122.64
CHECK TOTAL FOR CHECK NUMBER 222055 DATED 10/16/2024 WRITTEN TO 09340 BLACKBURN MFG CO for the amount of							245.28
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101603-013	09/23/2024	-	133040	100.00

Item No. B.-2.



REPORT DATE 10/11/2024  
SYSTEM DATE 10/11/2024  
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CITY OF OTTUMWA  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 2  
TIME 08:31:54  
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BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101603-012	09/27/2024	-	133040	50.00
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01001	00166506499	CONTRACTUAL SERVICES	VR 24101606-002	08/31/2024	-	0016053	585.00
01001	00166506499	CONTRACTUAL SERVICES	VR 24101607-022	09/30/2024	-	0016053	585.00
01001	00111106372	SANITATION	VR 24101607-024	09/30/2024	-	0016054	90.00
01001	00111506372	SANITATION	VR 24101607-025	09/30/2024	-	0016054	90.00
01001	00144306372	SANITATION	VR 24101607-026	09/30/2024	-	0016054	90.00
01001	00166506372	SANITATION	VR 24101607-027	09/30/2024	-	0016054	90.00
01110	11022976372	SANITATION	VR 24101607-028	09/30/2024	-	0016054	90.00
01131	13122806372	SANITATION	VR 24101607-029	09/30/2024	-	0016054	90.00
01133	13344106372	SANITATION	VR 24101607-030	09/30/2024	-	0016054	90.00
01610	61088156372	SANITATION	VR 24101607-031	09/30/2024	-	0016054	90.00
01001	00144456372	SANITATION	VR 24101607-032	09/30/2024	-	0016054	200.00
01001	00144306372	SANITATION	VR 24101607-023	09/30/2024	-	0016054	963.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24101603-014	08/21/2024	-	0016052	45.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24101603-015	08/23/2024	-	0016052	153.38
01001	00133416499	CONTRACTUAL SERVICES	VR 24101603-016	08/26/2024	-	0016052	191.73
CHECK TOTAL FOR CHECK NUMBER 222057 DATED 10/16/2024 WRITTEN TO 11496 BRIDGE CITY SANITATION LLfor the amount of							3443.11
01110	11022756480	TREE TRIMMING	VR 24101603-025	09/23/2024	-	1540 N VAN BURAN	150.00
01001	00144306480	TREE TRIMMING	VR 24101603-026	09/23/2024	-	HARMAN PARK	200.00
01001	00144306480	TREE TRIMMING	VR 24101603-027	09/24/2024	-	BOAT RAMP	400.00
01001	00144306480	TREE TRIMMING	VR 24101603-028	09/25/2024	-	DOG PARK	200.00
01110	11022756480	TREE TRIMMING	VR 24101603-029	09/25/2024	-	902 QUEEN ANN	150.00
01110	11022756480	TREE TRIMMING	VR 24101603-030	09/25/2024	-	316 MARION	100.00
01110	11022756480	TREE TRIMMING	VR 24101603-031	09/26/2024	-	EMERALD HILL & STELLER	150.00
01110	11022756480	TREE TRIMMING	VR 24101603-032	09/26/2024	-	BENTON & CLAY	100.00
01110	11022756480	TREE TRIMMING	VR 24101603-033	09/26/2024	-	E 5TH	200.00
01110	11022756480	TREE TRIMMING	VR 24101603-034	09/26/2024	-	DIVISION ST	100.00
01001	00144306480	TREE TRIMMING	VR 24101603-024	09/27/2024	-	SCULPTURE PARK	300.00
01110	11022756480	TREE TRIMMING	VR 24101603-017	09/30/2024	-	N COURT & MISTKETOE	100.00
01001	00144306480	TREE TRIMMING	VR 24101603-023	09/30/2024	-	SCULPTURE PARK	400.00
01110	11022756480	TREE TRIMMING	VR 24101603-022	10/01/2024	-	N WASHINGTON & COURT	300.00
01110	11022756480	TREE TRIMMING	VR 24101603-021	10/02/2024	-	ALLEY DAVIS & RANSOM	800.00
01110	11022756480	TREE TRIMMING	VR 24101603-020	10/03/2024	-	209 WELLER	100.00
01110	11022756480	TREE TRIMMING	VR 24101603-018	10/03/2024	-	102 S DAVIS	150.00
01110	11022756480	TREE TRIMMING	VR 24101603-019	10/04/2024	-	ALLEY RANSON AND WARD	400.00
CHECK TOTAL FOR CHECK NUMBER 222058 DATED 10/16/2024 WRITTEN TO 12500 BUB'S TREE CARE for the amount of							4300.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-001	08/26/2024	-	2333372	96.75
01001	00144306331	VHCL MTCE SUPPLIES	VR 24101604-002	09/04/2024	-	2333372	524.21
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-006	09/12/2024	-	2333372	181.30
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-007	09/23/2024	-	2333372	53.80
01670	67088406331	VHCL MTCE SUPPLIES	VR 24101604-003	09/06/2024	-	2333372	474.65
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-004	09/10/2024	-	2333372	340.23
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-005	09/12/2024	-	2333372	398.55



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CHECK TOTAL FOR CHECK NUMBER 222059 DATED 10/16/2024 WRITTEN TO 13577 CNH INDUSTRIAL ACCOUNTS for the amount of							2069.49
01135	13544506240	TRAVEL & CONFERENCE	VR 24101603-035	10/04/2024	-	REIMBURSEMENT	29.48
CHECK TOTAL FOR CHECK NUMBER 222060 DATED 10/16/2024 WRITTEN TO 13642 SAMANTHA CAIN for the amount of							29.48
01135	13544506320	GROUNDS MAINT & REPAIR	VR 24101603-036	10/02/2024	-	REIMBURSEMENT	321.50
CHECK TOTAL FOR CHECK NUMBER 222061 DATED 10/16/2024 WRITTEN TO 14450 CAPTAIN CLEAN for the amount of							321.50
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-009	09/03/2024	-	6836017	34.61
01110	11022986599	OTHER SUPPLIES	VR 24101601-010	09/05/2024	-	6836017	13.79
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-011	09/05/2024	-	6836017	12.30
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-012	09/09/2024	-	6836017	69.22
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-013	09/10/2024	-	6836017	51.65
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-014	09/11/2024	-	6836017	52.81
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-015	09/12/2024	-	6836017	12.04
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-016	09/12/2024	-	6836017	99.61
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-017	09/16/2024	-	6836017	14.80
01110	11022986599	OTHER SUPPLIES	VR 24101601-018	09/19/2024	-	6836017	12.28
01110	11022986599	OTHER SUPPLIES	VR 24101601-019	09/19/2024	-	6836017	12.28
CHECK TOTAL FOR CHECK NUMBER 222062 DATED 10/16/2024 WRITTEN TO 15000 CARQUEST AUTO for the amount of							385.39
01610	61088176504	TOOLS & SMALL EQUIP	VR 24101601-020	09/24/2024	-	OTTCIT	297.06
01610	61088176531	STREET MAINT SUPPLIES	VR 24101601-021	09/30/2024	-	OTTCIT	95.99
CHECK TOTAL FOR CHECK NUMBER 222063 DATED 10/16/2024 WRITTEN TO 15600 CARROLL DISTRIBUTING for the amount of							393.05
01110	11022986599	OTHER SUPPLIES	VR 24101603-037	09/25/2024	-	ITEM 31104	75.99
CHECK TOTAL FOR CHECK NUMBER 222064 DATED 10/16/2024 WRITTEN TO 16300 CENTRAL IOWA FASTENERS for the amount of							75.99
01503	50311141	CASH INVESTED PASSBK SVNGVR	24101603-038	09/27/2024	-	PERPETUAL CARE	381.00
CHECK TOTAL FOR CHECK NUMBER 222065 DATED 10/16/2024 WRITTEN TO 17825 CITY OF OTTUMWA, CEMETERYfor the amount of							381.00
01151	15166526799	CAPITAL IMPROVEMENTS	VR 24101603-039	09/30/2024	-	315186	3700.00
CHECK TOTAL FOR CHECK NUMBER 222066 DATED 10/16/2024 WRITTEN TO 17947 CIVIC SYSTEMS, LLC for the amount of							3700.00
01175	17511166507	OPERATING SUPPLIES	VR 24101603-040	09/30/2024	-	ITEM PA21-CA	311.30
CHECK TOTAL FOR CHECK NUMBER 222067 DATED 10/16/2024 WRITTEN TO 21816 CREATIVE PRODUCT SOURCINGfor the amount of							311.30
01131	13122806310	BLDG MAINT & REPAIR	VR 24101603-041	09/23/2024	-	190632	380.98
CHECK TOTAL FOR CHECK NUMBER 222068 DATED 10/16/2024 WRITTEN TO 21842 CRESCENT ELECTRIC SUP CO for the amount of							380.98
01001	00111106422	STATE TOWING/STORAGE FEESVR	24101603-042	09/11/2024	-	DURANGO	150.00

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CHECK TOTAL FOR CHECK NUMBER 222069 DATED 10/16/2024 WRITTEN TO 24330 DERANS TOWING SERVICE for the amount of							150.00
01301	30177536499	CONTRACTUAL SERVICES	VR 24101606-024	10/07/2024	-	MILNER ST	161463.56
CHECK TOTAL FOR CHECK NUMBER 222070 DATED 10/16/2024 WRITTEN TO 25394 DRISH CONSTRUCTION, INC. for the amount of							161463.56
01610	61088156507	OPERATING SUPPLIES	VR 24101604-017	07/26/2024	-	144689	108.32
01131	13122806331	VHCL MTCE SUPPLIES	VR 24101604-018	07/30/2024	-	144689	35.45
01001	00144306350	EQUIP REPAIR	VR 24101604-019	08/14/2024	-	144689	177.02
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-020	08/23/2024	-	144689	8.17
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-021	09/17/2024	-	144689	120.12
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-022	09/18/2024	-	144689	46.88
CHECK TOTAL FOR CHECK NUMBER 222071 DATED 10/16/2024 WRITTEN TO 25593 DXP ENTERPRISES, INC. for the amount of							495.96
01610	61088156430	SLUDGE HAULING	VR 24101603-043	09/25/2024	-	SLUDGE HAULING	17595.00
CHECK TOTAL FOR CHECK NUMBER 222072 DATED 10/16/2024 WRITTEN TO 26640 ECOSYSTEMS INC for the amount of							17595.00
01610	61088156399	OTHER MAINT & REPAIR	VR 24101603-044	08/13/2024	-	JOB 0501723	1196.00
CHECK TOTAL FOR CHECK NUMBER 222073 DATED 10/16/2024 WRITTEN TO 27005 ELECTRIC PUMP, INC. for the amount of							1196.00
01001	00111106419	TECHNOLOGY SERVICES	VR 24101603-052	10/01/2024	-	210048	97.16
01001	00144396310	BLDG MAINT & REPAIR	VR 24101603-053	10/03/2024	-	210048	81.43
01151	15144326499	CONTRACTUAL SERVICES	VR 24101603-045	10/04/2024	-	210048	77.60
01151	15144326599	OTHER SUPPLIES	VR 24101603-046	10/04/2024	-	210048	93.00
01151	15144326599	OTHER SUPPLIES	VR 24101603-047	10/07/2024	-	210048	254.61
01151	15144326599	OTHER SUPPLIES	VR 24101603-048	10/08/2024	-	210048	233.60
01001	00166306373	Telephone/IT	VR 24101603-051	10/07/2024	-	210048	26.40
01001	00166306373	Telephone/IT	VR 24101603-050	10/08/2024	-	210048	142.16
01001	00166306373	Telephone/IT	VR 24101603-049	10/08/2024	-	210048	5.89
CHECK TOTAL FOR CHECK NUMBER 222074 DATED 10/16/2024 WRITTEN TO 27010 CONSOLIDATED ELECTRICAL for the amount of							1011.85
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-023	09/06/2024	-	30395	159.52
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-024	09/06/2024	-	30395	5111.39
01670	67088406552	FUEL	VR 24101604-025	09/20/2024	-	30397	1477.73
01670	67088406556	IOWA FUEL TAX	VR 24101604-026	09/20/2024	-	30397	15.06
01670	67088406552	FUEL	VR 24101604-027	09/20/2024	-	30397	154.87
CHECK TOTAL FOR CHECK NUMBER 222075 DATED 10/16/2024 WRITTEN TO 27272 ELLIOTT BULK SERVICES LLCfor the amount of							6918.57
01110	11022986552	FUEL	VR 24101604-028	10/01/2024	-	5018	6977.32
01110	11022986556	FUEL TAX	VR 24101604-029	10/01/2024	-	5018	990.90
01137	13711556552	FUEL	VR 24101607-045	09/23/2024	-	15018	15.10
01110	11022106552	FUEL	VR 24101607-039	09/13/2024	-	15018	21.01
01110	11022106556	FUEL TAX	VR 24101607-040	09/13/2024	-	15018	1.80
01001	00111106552	FUEL	VR 24101607-041	09/19/2024	-	15018	46.05
01001	00111106556	STATE FUEL TAX	VR 24101607-042	09/19/2024	-	15018	3.95

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01137	13711556552	FUEL	VR 24101607-046	09/23/2024	-	15018	47.67
01137	13711556552	FUEL	VR 24101607-047	09/24/2024	-	15018	15.04
01001	00144306552	FUEL	VR 24101607-043	09/20/2024	-	15018	15.57
01001	00144306556	STATE FUEL TAX	VR 24101607-044	09/20/2024	-	15018	1.73
CHECK TOTAL FOR CHECK NUMBER 222076 DATED 10/16/2024 WRITTEN TO 27280 ELLIOTT OIL COMPANY for the amount of							8136.14
01610	61088156512	LAB SUPPLIES	VR 24101604-030	09/26/2024	-	J286807-1	3346.96
01610	61088156512	LAB SUPPLIES	VR 24101604-031	09/26/2024	-	J289263-1	719.04
CHECK TOTAL FOR CHECK NUMBER 222077 DATED 10/16/2024 WRITTEN TO 28208 EUROFINS ENVIRONMENT for the amount of							4066.00
01001	00144306507	OPERATING SUPPLIES	VR 24101604-032	09/26/2024	-	IAOTT0059	10.01
CHECK TOTAL FOR CHECK NUMBER 222078 DATED 10/16/2024 WRITTEN TO 29300 FASTENAL COMPANY for the amount of							10.01
01151	15111526499	CONTRACTUAL SERVICES	VR 24101604-033	10/09/2024	-	250 N RANSOM	7671.63
CHECK TOTAL FOR CHECK NUMBER 222079 DATED 10/16/2024 WRITTEN TO 30720 FLOOR TO CEILING STORE for the amount of							7671.63
01001	00166106499	CONTRACTUAL SERVICES	VR 24101604-034	10/07/2024	-	Q2 ECON DEV	15000.00
CHECK TOTAL FOR CHECK NUMBER 222080 DATED 10/16/2024 WRITTEN TO 33648 GREATER OTTUMWA PARTNERS for the amount of							15000.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-022	09/04/2024	-	X10835	125.32
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-024	09/05/2024	-	X10835	66.27
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-023	09/05/2024	-	X10835	-125.32
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-025	09/10/2024	-	X10835	291.64
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-026	09/13/2024	-	X10835	157.78
CHECK TOTAL FOR CHECK NUMBER 222081 DATED 10/16/2024 WRITTEN TO 33653 GREGG YOUNG AUTOMOTIVE for the amount of							515.69
01610	61088156799	CAPITAL IMPROVEMENTS	VR 24101604-035	09/06/2024	-	5296	42100.00
CHECK TOTAL FOR CHECK NUMBER 222082 DATED 10/16/2024 WRITTEN TO 34052 BERT GURNEY & ASSOCIATES,for the amount of							42100.00
01303	30377836407	ENGINEERING	VR 24101604-036	09/27/2024	-	PROJECT 1014	3000.00
CHECK TOTAL FOR CHECK NUMBER 222083 DATED 10/16/2024 WRITTEN TO 34489 HADEL IFES, LLC for the amount of							3000.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24101604-042	10/03/2024	-	120 N DAVIS	522.50
01151	15133426499	CONTRACTUAL SERVICES	VR 24101604-043	10/03/2024	-	1515 W MAIN	302.50
01151	15133426499	CONTRACTUAL SERVICES	VR 24101604-038	10/03/2024	-	851 S DAVIS	660.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24101604-039	10/03/2024	-	225 PARIS ST	550.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24101604-040	10/03/2024	-	714 N COOPER	715.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24101604-041	10/03/2024	-	103 S ADAMS	82.50
01151	15133426499	CONTRACTUAL SERVICES	VR 24101604-037	10/03/2024	-	1309 CASTLE ST	385.00
CHECK TOTAL FOR CHECK NUMBER 222084 DATED 10/16/2024 WRITTEN TO 36074 HAWKEYE ENVIRONMENTAL for the amount of							3217.50
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-044	09/20/2024	-	539000	65.82

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CHECK TOTAL FOR CHECK NUMBER 222085 DATED 10/16/2024 WRITTEN TO 36083 HAWKEYE TRUCK EQUIPMENT for the amount of							65.82
01131	13122806415	RENTS & LEASES	VR 24101604-045	09/30/2024	-	8.1 HOURS 9/24	405.00
CHECK TOTAL FOR CHECK NUMBER 222086 DATED 10/16/2024 WRITTEN TO 36301 HEARTLAND AVIATION for the amount of							405.00
01001	00111906490	OTHER PROF SERV	VR 24101604-046	09/30/2024	-	ASSESSMENT	390.00
CHECK TOTAL FOR CHECK NUMBER 222087 DATED 10/16/2024 WRITTEN TO 36302 HEARTLAND HUMANE SOCIETY for the amount of							390.00
01001	00111506320	GROUNDS MAINT & REPAIR	VR 24101604-047	09/22/2024	-	WEED CONTROL	81.00
CHECK TOTAL FOR CHECK NUMBER 222088 DATED 10/16/2024 WRITTEN TO 37350 HERRMANNS LAWN CARE for the amount of							81.00
01673	67388436490	OTHER PROF SERV	VR 24101604-049	10/05/2024	-	SMS SERVICE FEE	20.00
01673	67388436490	OTHER PROF SERV	VR 24101604-048	10/05/2024	-	HOSTING WEBSITE	90.00
CHECK TOTAL FOR CHECK NUMBER 222089 DATED 10/16/2024 WRITTEN TO 37476 HILL PRODUCTIONS & MEDIA for the amount of							110.00
01135	13544506410	CONTRACT EMPLOYEES	VR 24101604-050	09/20/2024	-	1218 N COURT	85.00
01001	00144396310	BLDG MAINT & REPAIR	VR 24101604-051	09/26/2024	-	CITY HALL	33.00
CHECK TOTAL FOR CHECK NUMBER 222090 DATED 10/16/2024 WRITTEN TO 41920A INDUSTRIAL CHEMICAL for the amount of							118.00
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-001	09/19/2024	-	20U2012	29.69
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-012	09/20/2024	-	20U2012	134.32
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-011	09/24/2024	-	20U2012	356.97
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-010	09/24/2024	-	20U2012	96.42
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-008	09/26/2024	-	20U2012	49.82
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-009	09/27/2024	-	20U2012	68.09
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-007	09/30/2024	-	20U2012	326.56
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-005	10/01/2024	-	20U2012	1112.91
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-006	10/01/2024	-	20U2012	27.40
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-002	10/02/2024	-	20U2012	366.22
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-004	10/03/2024	-	20U2012	43.03
01173	17344136520	LIBRARY MAT.-JAMES ESTATEVR	24101605-003	10/03/2024	-	20U2012	96.79
CHECK TOTAL FOR CHECK NUMBER 222091 DATED 10/16/2024 WRITTEN TO 42160 INGRAM LIBRARY SERVICES for the amount of							2708.22
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101605-013	09/25/2024	-	2056	149.95
CHECK TOTAL FOR CHECK NUMBER 222092 DATED 10/16/2024 WRITTEN TO 43265 INTERSTATE BATTERY for the amount of							149.95
01610	61088176331	VHCL MTCE SUPPLIES	VR 24101605-014	09/26/2024	-	689030 0002	296.75
CHECK TOTAL FOR CHECK NUMBER 222093 DATED 10/16/2024 WRITTEN TO 43275 INTERSTATE INDUS. SERVICEfor the amount of							296.75
01673	67388436424	PERMITS	VR 24101606-003	10/01/2024	-	SCALE LICENSE	84.00



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CHECK TOTAL FOR CHECK NUMBER 222094 DATED 10/16/2024 WRITTEN TO 43497 IOWA DEPT AGRICULTURE for the amount of							84.00
01001	00133406470	WEED MOWING	VR 24101605-019	09/15/2024	-	ONE TIME MOW	390.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24101605-020	09/15/2024	-	CLEAN UP	1267.50
01001	00133406470	WEED MOWING	VR 24101605-015	09/30/2024	-	ONE TIME MOW	162.50
01001	00133416499	CONTRACTUAL SERVICES	VR 24101605-016	09/30/2024	-	CLEAN UPS	942.50
01001	00133406470	WEED MOWING	VR 24101605-017	09/27/2024	-	WEEK 24	4820.00
01001	00133406470	WEED MOWING	VR 24101605-018	10/04/2024	-	WEEK 25	5520.00
CHECK TOTAL FOR CHECK NUMBER 222095 DATED 10/16/2024 WRITTEN TO 45057 J & J MOWING for the amount of							13102.50
01315	31577726499	CONTRACTUAL	VR 24101605-021	10/02/2024	-	BLAKES BRANCH	162089.00
CHECK TOTAL FOR CHECK NUMBER 222096 DATED 10/16/2024 WRITTEN TO 45059A J&K CONTRACTING for the amount of							162089.00
01303	30377826407	ENGINEERING	VR 24101605-022	10/03/2024	-	PROJECT 2404235- APRON	7501.47
CHECK TOTAL FOR CHECK NUMBER 222097 DATED 10/16/2024 WRITTEN TO 49042 KIRKHAM MICHAEL for the amount of							7501.47
01131	13122806310	BLDG MAINT & REPAIR	VR 24101605-023	09/25/2024	-	REPAIR OPERATOR #2	402.69
01131	13122806310	BLDG MAINT & REPAIR	VR 24101605-024	09/26/2024	-	BUILDING #81	605.45
CHECK TOTAL FOR CHECK NUMBER 222098 DATED 10/16/2024 WRITTEN TO 49206 KLODT DOOR SERVICE LLC for the amount of							1008.14
01673	67388436492	TIRE DISPOSAL	VR 24101605-025	09/28/2024	-	55869	2769.68
CHECK TOTAL FOR CHECK NUMBER 222099 DATED 10/16/2024 WRITTEN TO 51968 LIBERTY TIRE for the amount of							2769.68
01673	67388436320	GROUNDS MAINT & REPAIR	VR 24101605-026	09/24/2024	-	1-0000282	55.00
01610	61088156507	OPERATING SUPPLIES	VR 24101605-027	09/26/2024	-	SHOP STOCK	553.44
CHECK TOTAL FOR CHECK NUMBER 222100 DATED 10/16/2024 WRITTEN TO 52990 LOKTRONICS SECURITY CORP for the amount of							608.44
01001	00166306240	Travel & Conferences	VR 24101605-028	09/30/2024	-	MILEAGE FOR 9/24	21.51
CHECK TOTAL FOR CHECK NUMBER 222101 DATED 10/16/2024 WRITTEN TO 53302 QUINTON LUNT for the amount of							21.51
01125	12555106499	DOWNTOWN MAINTENANCE	VR 24101605-029	10/03/2024	-	DMP 2ND INSTALL	9784.50
CHECK TOTAL FOR CHECK NUMBER 222102 DATED 10/16/2024 WRITTEN TO 54187 MAIN STREET OTTUMWA for the amount of							9784.50
01610	61088176531	STREET MAINT SUPPLIES	VR 24101605-034	09/23/2024	-	77041	659.88
01110	11022106531	STREET MAINT SUPPLIES	VR 24101605-037	09/25/2024	-	77041	1095.73
01610	61088176531	STREET MAINT SUPPLIES	VR 24101605-036	09/26/2024	-	77041	281.95
01110	11022106531	STREET MAINT SUPPLIES	VR 24101605-035	09/27/2024	-	77041	2399.38
01610	61088176531	STREET MAINT SUPPLIES	VR 24101605-032	09/30/2024	-	77041	473.90
01110	11022106531	STREET MAINT SUPPLIES	VR 24101605-033	10/02/2024	-	77041	4222.91
01610	61088176531	STREET MAINT SUPPLIES	VR 24101605-030	10/03/2024	-	77041	855.79
01110	11022106531	STREET MAINT SUPPLIES	VR 24101605-031	10/03/2024	-	77041	2015.48

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CHECK TOTAL FOR CHECK NUMBER 222103 DATED 10/16/2024 WRITTEN TO 54390 MANATT'S INC for the amount of							12005.02
01151	15133426499	CONTRACTUAL SERVICES	VR 24101605-038	10/07/2024	-	506 CLINTON	16000.00
CHECK TOTAL FOR CHECK NUMBER 222104 DATED 10/16/2024 WRITTEN TO 56656 MCKEE CONSTRUCTION AND for the amount of							16000.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101605-039	10/04/2024	-	00621	186.60
CHECK TOTAL FOR CHECK NUMBER 222105 DATED 10/16/2024 WRITTEN TO 56665 MCKIM TRACTOR SERVICE LLCfor the amount of							186.60
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101602-001	09/03/2024	-	31850255	10.07
01110	11022426507	OPERATING SUPPLIES	VR 24101602-002	09/03/2024	-	31850255	8.00
01001	00144456504	TOOLS & SMALL EQUIP	VR 24101602-003	09/03/2024	-	31850255	57.57
01610	61088156507	OPERATING SUPPLIES	VR 24101602-004	09/05/2024	-	31850255	64.70
01610	61088156507	OPERATING SUPPLIES	VR 24101602-009	09/06/2024	-	31850255	-29.24
01001	00144306507	OPERATING SUPPLIES	VR 24101602-005	09/05/2024	-	31850255	17.98
01001	00144306504	TOOLS & SMALL EQUIP	VR 24101602-006	09/05/2024	-	31850255	62.34
01001	00111506320	GROUNDS MAINT & REPAIR	VR 24101602-007	09/05/2024	-	31850255	299.40
01110	11022106531	STREET MAINT SUPPLIES	VR 24101602-008	09/06/2024	-	31850255	16.99
01610	61088156507	OPERATING SUPPLIES	VR 24101602-010	09/06/2024	-	31850255	12.57
01001	00111506507	OPERATING SUPPLIES	VR 24101602-011	09/06/2024	-	31850255	28.43
01001	00144306507	OPERATING SUPPLIES	VR 24101602-012	09/06/2024	-	31850255	67.20
01670	67088406507	OPERATING SUPPLIES	VR 24101602-013	09/06/2024	-	31850255	46.44
01001	00166306599	OTHER SUPPLIES	VR 24101602-014	09/09/2024	-	31850255	18.63
01001	00111506320	GROUNDS MAINT & REPAIR	VR 24101602-015	09/09/2024	-	31850255	22.52
01610	61088156310	BLDG MAINT & REPAIR	VR 24101602-016	09/09/2024	-	31850255	67.80
01131	13122806507	OPERATING SUPPLIES	VR 24101602-017	09/11/2024	-	31850255	138.10
01610	61088156507	OPERATING SUPPLIES	VR 24101602-024	09/13/2024	-	31850255	33.73
01001	00122606506	OFFICE SUPPLIES	VR 24101602-018	09/12/2024	-	31850255	24.95
01001	00122606532	SUSTENANCE SUPPLIES	VR 24101602-019	09/12/2024	-	31850255	26.99
01673	67388436507	OPERATING SUPPLIES	VR 24101602-020	09/12/2024	-	31850255	22.41
01001	00111506504	TOOLS & SMALL EQUIP	VR 24101602-021	09/13/2024	-	31850255	157.33
01610	61088156512	LAB SUPPLIES	VR 24101602-022	09/13/2024	-	31850255	15.99
01110	11022306531	STREET MAINT SUPPLIES	VR 24101602-023	09/13/2024	-	31850255	128.41
01001	00111506320	GROUNDS MAINT & REPAIR	VR 24101602-025	09/13/2024	-	31850255	103.45
01001	00111506320	GROUNDS MAINT & REPAIR	VR 24101602-026	09/16/2024	-	31850255	271.53
01001	00111506507	OPERATING SUPPLIES	VR 24101602-027	09/16/2024	-	31850255	34.65
01001	00144306507	OPERATING SUPPLIES	VR 24101602-028	09/16/2024	-	31850255	8.94
01670	67088406504	TOOLS & SMALL EQUIP	VR 24101602-029	09/17/2024	-	31850255	33.90
01110	11022406531	STREET MAINT SUPPLIES	VR 24101602-030	09/18/2024	-	31850255	5.96
01135	13544506507	OPERATING SUPPLIES	VR 24101602-031	09/18/2024	-	31850255	24.99
01135	13544506504	TOOLS & SMALL EQUIP	VR 24101602-032	09/18/2024	-	31850255	163.12
01670	67088406504	TOOLS & SMALL EQUIP	VR 24101602-033	09/19/2024	-	31850255	39.66
01001	00144306504	TOOLS & SMALL EQUIP	VR 24101602-034	09/19/2024	-	31850255	38.46
01131	13122806310	BLDG MAINT & REPAIR	VR 24101602-035	09/19/2024	-	31850255	30.50
01610	61088156507	OPERATING SUPPLIES	VR 24101602-036	09/20/2024	-	31850255	37.42
01001	00144306507	OPERATING SUPPLIES	VR 24101602-037	09/23/2024	-	31850255	4.58
01001	00144306507	OPERATING SUPPLIES	VR 24101602-038	09/23/2024	-	31850255	2.09
01001	00144306504	TOOLS & SMALL EQUIP	VR 24101602-039	09/24/2024	-	31850255	10.37
01670	67088406532	SUSTENANCE SUPPLIES	VR 24101602-040	09/25/2024	-	31850255	53.84

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01001	00111506320	GROUNDS MAINT & REPAIR	VR 24101602-041	09/26/2024	-	31850255	108.77
01001	00144306504	TOOLS & SMALL EQUIP	VR 24101602-042	09/26/2024	-	31850255	5.49
01670	67088406310	BUILDING MAINT REPAIR	VR 24101602-043	09/26/2024	-	31850255	65.20
01610	61088156331	VHCL MTCE SUPPLIES	VR 24101602-044	09/26/2024	-	31850255	20.96
01001	00122606310	BUILDING MAINTENANCE REPAIR	VR 24101602-045	09/27/2024	-	31850255	4.99
01001	00111506504	TOOLS & SMALL EQUIP	VR 24101602-046	09/29/2024	-	31850255	24.99
01001	00144306507	OPERATING SUPPLIES	VR 24101602-047	09/30/2024	-	31850255	2.94
01001	00144456504	TOOLS & SMALL EQUIP	VR 24101602-048	09/30/2024	-	31850255	135.26
01131	13122806310	BLDG MAINT & REPAIR	VR 24101602-049	09/30/2024	-	31850255	10.47
01001	00144306504	TOOLS & SMALL EQUIP	VR 24101602-050	09/30/2024	-	31850255	19.25
01110	11022426531	STREET MAINT SUPPLIES	VR 24101602-051	09/30/2024	-	31850255	53.51
CHECK TOTAL FOR CHECK NUMBER 222108 DATED 10/16/2024 WRITTEN TO 57385 MENARDS for the amount of							2634.60
01863	86366646158	GROUP LIFE PREMIUMS	VR 24101605-040	09/17/2024	-	51186	4875.26
CHECK TOTAL FOR CHECK NUMBER 222109 DATED 10/16/2024 WRITTEN TO 57518 SYMETRA LIFE INSURANCE COfor the amount of							4875.26
01001	00144306496	REFUNDS	VR 24101605-041	10/04/2024	-	DAMAGE DEPOSIT	50.00
CHECK TOTAL FOR CHECK NUMBER 222110 DATED 10/16/2024 WRITTEN TO 57929 ZULMY MERIDA for the amount of							50.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101605-042	09/18/2024	-	#720	932.00
CHECK TOTAL FOR CHECK NUMBER 222111 DATED 10/16/2024 WRITTEN TO 59753 MIKES TIRE AND for the amount of							932.00
01131	13122806310	BLDG MAINT & REPAIR	VR 24101605-043	09/23/2024	-	AIRPORT	181.00
CHECK TOTAL FOR CHECK NUMBER 222112 DATED 10/16/2024 WRITTEN TO 60780 MOBILE LOCKSMITH & ALARM,for the amount of							181.00
01673	67388436331	VHCL MTCE SUPPLIES	VR 24101605-045	09/12/2024	-	87937601	1685.37
01610	61088156399	OTHER MAINT & REPAIR	VR 24101605-044	09/24/2024	-	87937601	311.99
CHECK TOTAL FOR CHECK NUMBER 222113 DATED 10/16/2024 WRITTEN TO 61785 MOTION INDUSTRIES for the amount of							1997.36
01673	67388436498	MISC CONTRACT WORK	VR 24101605-047	10/02/2024	-	CONVEYOR DECK	182.08
01673	67388436498	MISC CONTRACT WORK	VR 24101605-046	09/26/2024	-	SEWAGE PUMP	680.00
CHECK TOTAL FOR CHECK NUMBER 222114 DATED 10/16/2024 WRITTEN TO 62541 STEVE MUNDELL CONSTRUCTIOfor the amount of							862.08
01001	00144306181	CLOTHING ALLOWANCE	VR 24101605-048	09/27/2024	-	BOOT ALLOWANCE	171.20
CHECK TOTAL FOR CHECK NUMBER 222115 DATED 10/16/2024 WRITTEN TO 65494 TODD NICKEL for the amount of							171.20
01610	61088156507	OPERATING SUPPLIES	VR 24101605-049	10/03/2024	-	5755055-999	210.95
CHECK TOTAL FOR CHECK NUMBER 222116 DATED 10/16/2024 WRITTEN TO 65985 NORSOLV SYSTEMS ENVIRONM for the amount of							210.95
01110	11022106531	STREET MAINT SUPPLIES	VR 24101605-050	09/21/2024	-	OTTUMSTR	2815.80

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CHECK TOTAL FOR CHECK NUMBER 222117 DATED 10/16/2024 WRITTEN TO 66001 NORRIS ASPHALT PAVING INCfor the amount of							2815.80
01673	67388436532	SUSTENANCE SUPPLIES	VR 24101606-005	09/27/2024	-	4784484	31.73
01673	67388436532	SUSTENANCE SUPPLIES	VR 24101606-004	09/30/2024	-	4784484	11.66
CHECK TOTAL FOR CHECK NUMBER 222118 DATED 10/16/2024 WRITTEN TO 66086 NORTHERN SAFETY & INDUSTIfor the amount of							43.39
01610	61088156627	OTHER SMALL CAPITAL	VR 24101606-006	09/27/2024	-	SENSOR	2700.00
CHECK TOTAL FOR CHECK NUMBER 222119 DATED 10/16/2024 WRITTEN TO 67058 ONSITE SERVICE SOLUTIONS for the amount of							2700.00
01610	61088156331	VHCL MTCE SUPPLIES	VR 24101604-008	09/10/2024	-	131522	9.53
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-009	09/23/2024	-	131522	232.19
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-010	09/23/2024	-	131522	145.10
01610	61088156399	OTHER MAINT & REPAIR	VR 24101604-011	09/23/2024	-	131522	143.63
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-012	09/24/2024	-	131522	-203.04
01135	13544506331	VHCL MTCE SUPPLIES	VR 24101604-013	09/24/2024	-	131522	77.88
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-014	09/26/2024	-	131522	22.43
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101604-015	09/26/2024	-	131522	94.99
01610	61088156399	OTHER MAINT & REPAIR	VR 24101604-016	09/30/2024	-	131522	143.63
CHECK TOTAL FOR CHECK NUMBER 222120 DATED 10/16/2024 WRITTEN TO 67098 O'REILLY AUTOMOTIVE for the amount of							666.34
01001	00144456162	EMPLOYEE PHYSICALS/TEST	VR 24101606-007	10/01/2024	-	4418K6270	214.00
01110	11022106162	EMPLOYEE PHYSICALS/TESTS	VR 24101606-008	10/01/2024	-	4418K6270	40.00
01133	13344106162	EMPLOYEE PHYSICALS/TESTS	VR 24101606-009	10/01/2024	-	4418K6270	109.00
CHECK TOTAL FOR CHECK NUMBER 222121 DATED 10/16/2024 WRITTEN TO 68238 OTTUMWA HEALTH GROUP LLC for the amount of							363.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101606-010	10/01/2024	-	WOODCHIPPER	785.00
CHECK TOTAL FOR CHECK NUMBER 222122 DATED 10/16/2024 WRITTEN TO 68574 OTTUMWA QUICK RIDES LLC for the amount of							785.00
01610	61088156404	BILLING FEES-WW	VR 24101606-011	09/30/2024	-	ADMIN FEE SEWER	8619.00
01001	00122906404	BILLING FEES-WW	VR 24101606-012	09/30/2024	-	ADMIN FEE REFUSE	4520.00
CHECK TOTAL FOR CHECK NUMBER 222123 DATED 10/16/2024 WRITTEN TO 69040 OTTUMWA WATER AND HYDRO for the amount of							13139.00
01110	11022106417	STREET MAINT	VR 24101606-013	10/01/2024	-	STORM DEBRIS	5500.00
CHECK TOTAL FOR CHECK NUMBER 222124 DATED 10/16/2024 WRITTEN TO 70009 PARKER TREE SERVICE for the amount of							5500.00
01001	00144306507	OPERATING SUPPLIES	VR 24101606-014	10/07/2024	-	301451420000	13.00
CHECK TOTAL FOR CHECK NUMBER 222125 DATED 10/16/2024 WRITTEN TO 72253 PPG ARCHITECTURAL FINISHEfor the amount of							13.00
01135	13544506507	OPERATING SUPPLIES	VR 24101606-015	09/23/2024	-	1720	185.96
01135	13544506507	OPERATING SUPPLIES	VR 24101606-016	09/24/2024	-	1720	12.05



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CHECK TOTAL FOR CHECK NUMBER 222126 DATED 10/16/2024 WRITTEN TO 72560 PLUMB SUPPLY COMPANY for the amount of							198.01
01001	00166506409	JANITORIAL	VR 24101606-017	09/30/2024	-	CITY HALL SEPT 24	2000.00
01131	13122806409	JANITORIAL	VR 24101606-018	09/30/2024	-	AIRPORT SEPT 24	100.00
01001	00144396409	JANITORIAL	VR 24101606-019	09/30/2024	-	DEPOT SEPT 24	1080.00
CHECK TOTAL FOR CHECK NUMBER 222127 DATED 10/16/2024 WRITTEN TO 73971 PROFESSIONAL JANITORIAL for the amount of							3180.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-027	09/05/2024	-	561	34.58
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-028	09/10/2024	-	561	250.39
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101601-029	09/11/2024	-	561	24.35
CHECK TOTAL FOR CHECK NUMBER 222128 DATED 10/16/2024 WRITTEN TO 74625 QUALITY SERVICES 149 for the amount of							309.32
01001	00111106350	EQUIP REPAIR	VR 24101606-020	10/03/2024	-	PORTABLE RADIO	165.00
01001	00111106331	VHCL MTCE SUPPLIES	VR 24101606-022	10/07/2024	-	#426	330.00
01001	00111106350	EQUIP REPAIR	VR 24101606-021	10/07/2024	-	SPEAKER	121.70
CHECK TOTAL FOR CHECK NUMBER 222129 DATED 10/16/2024 WRITTEN TO 74955 RACOM CORPORATION for the amount of							616.70
01151	15144326499	CONTRACTUAL SERVICES	VR 24101606-023	09/23/2024	-	CITY HALL RENOVATION	252384.01
CHECK TOTAL FOR CHECK NUMBER 222130 DATED 10/16/2024 WRITTEN TO 77203 RG CONSTRUCTION, LLC for the amount of							252384.01
01670	67088406507	OPERATING SUPPLIES	VR 24101606-025	10/02/2024	-	TUBE	1490.01
CHECK TOTAL FOR CHECK NUMBER 222131 DATED 10/16/2024 WRITTEN TO 77800 ROSENMANS INC for the amount of							1490.01
01670	67088406498	MISC CONTRACT WORK	VR 24101606-026	10/04/2024	-	PORTABLE	115.16
CHECK TOTAL FOR CHECK NUMBER 222132 DATED 10/16/2024 WRITTEN TO 78105 ROYAL PORTABLE TOILETS for the amount of							115.16
01110	11022106504	TOOLS & SMALL EQUIP	VR 24101606-030	10/07/2024	-	COO	77.97
CHECK TOTAL FOR CHECK NUMBER 222133 DATED 10/16/2024 WRITTEN TO 78279 S & L ALL SEASON for the amount of							77.97
01001	00144396310	BLDG MAINT & REPAIR	VR 24101606-028	10/01/2024	-	1003275	433.65
01133	13344106310	BUILDING MAINT REPAIR	VR 24101606-027	10/01/2024	-	1003269	240.70
01001	00166506310	BUILDING MAINTENANCE REPAIR	VR 24101606-029	10/01/2024	-	1003275	293.75
CHECK TOTAL FOR CHECK NUMBER 222134 DATED 10/16/2024 WRITTEN TO 79358 SCHUMACHER ELEVATOR CO for the amount of							968.10
01133	13344106310	BUILDING MAINT REPAIR	VR 24101606-031	10/03/2024	-	LIBRARY	940.24
CHECK TOTAL FOR CHECK NUMBER 222135 DATED 10/16/2024 WRITTEN TO 80377 SERVPRO for the amount of							940.24
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-001	09/04/2024	-	1550	45.57
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-002	09/05/2024	-	1550	16.12
01673	67388436331	VHCL MTCE SUPPLIES	VR 24101607-003	09/05/2024	-	1550	12.04
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-004	09/05/2024	-	1550	43.82

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01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-021	09/05/2024	-	1550	55.71
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-005	09/06/2024	-	1550	131.46
01670	67088406331	VHCL MTCE SUPPLIES	VR 24101607-006	09/09/2024	-	1550	92.02
01131	13122806552	FUEL	VR 24101607-007	09/10/2024	-	1550	121.12
01131	13122806331	VHCL MTCE SUPPLIES	VR 24101607-008	09/10/2024	-	1550	54.87
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-009	09/11/2024	-	1550	36.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-010	09/11/2024	-	1550	14.91
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-011	09/12/2024	-	1550	11.23
01670	67088406331	VHCL MTCE SUPPLIES	VR 24101607-012	09/12/2024	-	1550	138.03
01670	67088406331	VHCL MTCE SUPPLIES	VR 24101607-013	09/12/2024	-	1550	-92.02
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-014	09/18/2024	-	1550	16.58
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-015	09/19/2024	-	1550	-16.58
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-016	09/19/2024	-	1550	21.94
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-017	09/19/2024	-	1550	29.74
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101607-018	09/20/2024	-	1550	136.30
01670	67088406504	TOOLS & SMALL EQUIP	VR 24101607-019	09/26/2024	-	1550	37.99
01673	67388436507	OPERATING SUPPLIES	VR 24101607-020	09/26/2024	-	1550	420.30
CHECK TOTAL FOR CHECK NUMBER 222137 DATED 10/16/2024 WRITTEN TO 82136 SINCLAIR NAPA for the amount of							1328.14
01110	11022986331	VHCL MTCE SUPPLIES	VR 24101606-032	10/01/2024	-	ACCELERATION SPRING	8.99
CHECK TOTAL FOR CHECK NUMBER 222138 DATED 10/16/2024 WRITTEN TO 82249 JEFF SLY for the amount of							8.99
01001	00144306496	REFUNDS	VR 24101606-033	10/04/2024	-	DAMAGE DEPOSIT	100.00
CHECK TOTAL FOR CHECK NUMBER 222139 DATED 10/16/2024 WRITTEN TO 82279 RICK SLAYMAKER for the amount of							100.00
01001	00144306496	REFUNDS	VR 24101606-034	10/02/2024	-	CANCELLATION	50.00
CHECK TOTAL FOR CHECK NUMBER 222140 DATED 10/16/2024 WRITTEN TO 84956 LEROY STANSBERRY for the amount of							50.00
01001	00111506532	SUSTENANCE SUPPLIES	VR 24101606-035	09/25/2024	-	EMBROIDERY	10.00
CHECK TOTAL FOR CHECK NUMBER 222141 DATED 10/16/2024 WRITTEN TO 86196 THE STITCH DOCTOR for the amount of							10.00
01001	00111106409	JANITORIAL	VR 24101606-047	10/01/2024	-	JANITORIAL	2050.00
CHECK TOTAL FOR CHECK NUMBER 222142 DATED 10/16/2024 WRITTEN TO 86307 STRATUS BUILDING SOLUTIONfor the amount of							2050.00
01001	00144306410	CONTRACT EMPLOYEES	VR 24101606-043	09/30/2024	-	03-0077	1794.00
01110	11022106410	CONTRACT EMPLOYEES	VR 24101606-040	09/30/2024	-	03-0077	1545.60
01001	00144306410	CONTRACT EMPLOYEES	VR 24101606-042	09/30/2024	-	03-0077	2219.04
01670	67088406410	CONTRACT EMPLOYEES	VR 24101606-041	09/30/2024	-	03-0077	1347.24
01673	67388436410	CONTRACT EMPLOYEES	VR 24101606-045	09/30/2024	-	03-0077	1867.14
01135	13544506410	CONTRACT EMPLOYEES	VR 24101606-044	09/30/2024	-	03-0032	2219.04
01001	00144306410	CONTRACT EMPLOYEES	VR 24101606-037	10/07/2024	-	03-0077	1794.00
01110	11022106410	CONTRACT EMPLOYEES	VR 24101606-036	10/07/2024	-	03-0077	1545.60
01001	00144306410	CONTRACT EMPLOYEES	VR 24101606-038	10/07/2024	-	03-0077	2524.02
01673	67388436410	CONTRACT EMPLOYEES	VR 24101606-039	10/07/2024	-	03-0077	1487.65

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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 222143 DATED 10/16/2024 WRITTEN TO 86970 SUPREME STAFFING INC for the amount of							18343.33
01151	15111106727	OTHER CAPITAL EQUIPMENT	VR 24101606-048	10/01/2024	-	DRONE	11915.00
CHECK TOTAL FOR CHECK NUMBER 222144 DATED 10/16/2024 WRITTEN TO 88933 TITLETOWN DRONES LLC for the amount of							11915.00
01001	00144306496	REFUNDS	VR 24101606-046	09/27/2024	-	CANCELLATION	100.00
01001	00144306496	REFUNDS	VR 24101606-049	10/02/2024	-	CANCELLATION	50.00
CHECK TOTAL FOR CHECK NUMBER 222145 DATED 10/16/2024 WRITTEN TO 89097 JUANA TORRES for the amount of							150.00
01610	61088156399	OTHER MAINT & REPAIR	VR 24101601-030	08/23/2024	-	16118	74.88
01610	61088156399	OTHER MAINT & REPAIR	VR 24101601-032	09/06/2024	-	16118	160.20
01610	61088156399	OTHER MAINT & REPAIR	VR 24101601-031	09/06/2024	-	16118	160.20
01610	61088156399	OTHER MAINT & REPAIR	VR 24101601-033	09/09/2024	-	16118	-715.69
01610	61088156399	OTHER MAINT & REPAIR	VR 24101601-034	09/11/2024	-	16118	164.40
01610	61088156399	OTHER MAINT & REPAIR	VR 24101601-035	09/11/2024	-	16118	108.49
01610	61088156399	OTHER MAINT & REPAIR	VR 24101601-036	09/12/2024	-	16118	-164.40
01110	11022426504	TOOLS & SMALL EQUIP	VR 24101601-037	09/17/2024	-	16118	7.58
01610	61088156507	OPERATING SUPPLIES	VR 24101601-038	09/18/2024	-	16118	98.55
01610	61088156399	OTHER MAINT & REPAIR	VR 24101601-040	09/20/2024	-	16118	138.75
01610	61088156507	OPERATING SUPPLIES	VR 24101601-039	09/23/2024	-	16118	23.09
01610	61088156399	OTHER MAINT & REPAIR	VR 24101601-041	09/24/2024	-	16118	185.65
01610	61088156399	OTHER MAINT & REPAIR	VR 24101601-042	09/25/2024	-	16118	.69
CHECK TOTAL FOR CHECK NUMBER 222146 DATED 10/16/2024 WRITTEN TO 92555 THE VAN METER COMPANY for the amount of							242.39
01610	61088156512	LAB SUPPLIES	VR 24101606-050	09/25/2024	-	958610	38.50
CHECK TOTAL FOR CHECK NUMBER 222147 DATED 10/16/2024 WRITTEN TO 92698 VETTER'S INC-CULLIGAN WATfor the amount of							38.50
01301	30177436499	CONTRACTUAL SERVICES	VR 24101607-033	08/31/2024	-	CS-TSF-5825(649)-85-90	98095.12
01301	30177436499	CONTRACTUAL SERVICES	VR 24101607-034	09/28/2024	-	CS-TSF-5825(649)-85-90	32378.97
CHECK TOTAL FOR CHECK NUMBER 222148 DATED 10/16/2024 WRITTEN TO 96744 WICKS CONSTRUCTION INC for the amount of							130474.09
01001	00166106240	TRAVEL & CONFERENCE	VR 24101607-035	09/18/2024	-	REIMBURSEMENT	388.54
CHECK TOTAL FOR CHECK NUMBER 222149 DATED 10/16/2024 WRITTEN TO 96791 WILLIAM HOFFMAN for the amount of							388.54
01151	15144326490	OTHER PROF SERV	VR 24101607-036	09/25/2024	-	PROJECT 1194C21	3555.00
01151	15144526499	CONTRACTUAL SERVICES	VR 24101607-037	09/25/2024	-	PROJECT 1520C22	2475.00
CHECK TOTAL FOR CHECK NUMBER 222150 DATED 10/16/2024 WRITTEN TO 96792 WILLETT HOFMANN for the amount of							6030.00
01001	00122606181	CLOTHING ALLOWANCE	VR 24101607-038	10/08/2024	-	BOOT ALLOWANCE	161.82

REPORT DATE 10/11/2024  
SYSTEM DATE 10/11/2024  
FILES ID 0

CITY OF OTTUMWA  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 14  
TIME 08:31:54  
USER MITCHELLK

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 222151 DATED 10/16/2024 WRITTEN TO 97100 LUKE WIMSATT for the amount of							----- 161.82
* 01 Bank Code TOTALS for 00103 Checks to 00103 Vendors for the amount of							----- 1728863.06
REPORT TOTALS for 00103 Checks to 00103 Vendors for the amount of							=====

REPORT DATE 10/11/2024  
SYSTEM DATE 10/11/2024  
FILES ID 0

CITY OF OTTUMWA  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 15  
TIME 08:31:54  
USER MITCHELLK

BATCH NUMBER CHKX

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT



## STATEMENT OF CASH BALANCES AND TREASURER'S REPORT

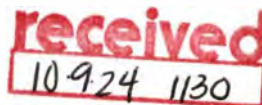
Aug-24

FUND #	FUND	BALANCE 06/30/2024	RECEIPTS	DISBURSEMENTS	BALANCE 07/31/2024
001	GENERAL OPERA	\$ 5,238,319.19	\$ 643,681.23	\$ 2,172,145.48	\$ 3,709,854.94
002	PARKING RAMP	\$ 67,073.77	\$ 798.34	\$ 797.63	\$ 67,074.48
003	GENERAL-ARPA	\$ 986,941.42	\$ 4,301.57	\$ -	\$ 991,242.99
005	FRANCHISE FEES	\$ 313,181.88	\$ 1,365.00	\$ -	\$ 314,546.88
110	ROAD USE TAX	\$ 5,006,936.85	\$ 333,196.17	\$ 398,158.22	\$ 4,941,974.80
112	EMPLOYEE BEN	\$ 13,736.73	\$ 59.87	\$ 19,110.51	\$ (5,313.91)
119	EMERGENCY TAX	\$ 2,239.31	\$ 9.76	\$ -	\$ 2,249.07
121	SALES TAX 1%	\$ 5,943,547.44	\$ 417,418.72	\$ -	\$ 6,360,966.16
125	WESTGATE TIF	\$ 24,475.85	\$ 106.68	\$ 805.00	\$ 23,777.53
126	AIRPORT TIF	\$ 107,924.96	\$ 470.39	\$ -	\$ 108,395.35
128	WILDWOOD HWY	\$ (80,001.03)	\$ -	\$ -	\$ (80,001.03)
129	RISK MANAGE.	\$ 695,079.81	\$ 3,479.67	\$ 3,794.19	\$ 694,765.29
130	411 MEDICAL	\$ (750.00)	\$ -	\$ 24,451.50	\$ (25,201.50)
131	AIRPORT FUND	\$ 661,215.70	\$ 89,014.05	\$ 189,730.40	\$ 560,499.35
133	LIBRARY FUND	\$ 228,464.29	\$ 33,238.49	\$ 92,979.18	\$ 168,723.60
135	CEMETERY FUN	\$ 357,251.98	\$ 8,433.23	\$ 40,544.88	\$ 325,140.33
137	HAZ-MAT FUND	\$ 144,313.94	\$ 15,183.38	\$ 7,739.31	\$ 151,758.01
141	2023 UPPER STRY	\$ 264,191.24	\$ 121,151.47	\$ -	\$ 385,342.71
146	DOWNTOWN STR	\$ 146,509.49	\$ 638.56	\$ -	\$ 147,148.05
147	CDBG P-2 MAS	\$ 18,160.00	\$ 79.15	\$ -	\$ 18,239.15
151	OTHER BOND PJCT	\$ 1,532,638.74	\$ 3,782,227.68	\$ 373,694.70	\$ 4,941,171.72
162	SSMID DIST	\$ 242,890.56	\$ 1,058.63	\$ 87,174.73	\$ 156,774.46
167	FIRE BEQUEST	\$ 12,942.54	\$ 576.41	\$ -	\$ 13,518.95
171	RETIREE HLTH	\$ 1.23	\$ -	\$ -	\$ 1.23
173	LIBRARY BQST	\$ 209,778.25	\$ 1,119.32	\$ 7,642.98	\$ 203,254.59
174	COMMUNITY DEV	\$ 282,575.08	\$ 1,253.60	\$ -	\$ 283,828.68
175	POLICE BQST	\$ 213,194.78	\$ 1,324.21	\$ 1,155.72	\$ 213,363.27
176	REIMB. GRANTS	\$ 1,831.18	\$ 7.98	\$ -	\$ 1,839.16
177	HISTORIC PRES.	\$ 19,201.62	\$ 83.69	\$ -	\$ 19,285.31
200	DEBT SERVICE	\$ (3,300,382.99)	\$ -	\$ 300.00	\$ (3,300,682.99)
301	STREET PROJ	\$ 3,035,699.17	\$ 13,231.05	\$ 754,931.90	\$ 2,293,998.32
303	AIRPORT PROJ	\$ 483,903.37	\$ 2,109.09	\$ 12,689.22	\$ 473,323.24
307	SIDEWALK & CURB	\$ 32,315.78	\$ 140.85	\$ 9.93	\$ 32,446.70
309	PARK PROJECT	\$ 7,510.99	\$ 231,409.04	\$ 211,376.30	\$ 27,543.73
310	EQUIP PURCHASE	\$ 462,154.48	\$ 1,206,014.29	\$ 25,126.24	\$ 1,643,042.53
311	LEEVE PROJECT	\$ (140,696.00)	\$ 1,300,000.00	\$ -	\$ 1,159,304.00
313	BVC PROJ	\$ 17,377.31	\$ 420,075.74	\$ 41,470.14	\$ 395,982.91
315	SEWER CONST	\$ 2,878,226.79	\$ 12,544.71	\$ 184,737.76	\$ 2,706,033.74
501	CEMETERY MEM	\$ 1,057.52	\$ 4.61	\$ -	\$ 1,062.13
503	CEMETERY PER	\$ 129.26	\$ 9,198.90	\$ 137.00	\$ 9,191.16
610	SEWER UTILIT	\$ 5,589,782.31	\$ 779,091.42	\$ 610,857.60	\$ 5,758,016.13
611	SEWER SINKING	\$ 828,804.57	\$ 3,612.33	\$ -	\$ 832,416.90
613	SEWER IMPROVE	\$ 5,246,909.21	\$ 22,868.58	\$ -	\$ 5,269,777.79
670	LANDFILL OPRT	\$ 1,430,246.79	\$ 215,504.30	\$ 167,642.62	\$ 1,478,108.47
671	LANDFILL RES	\$ 1,394,578.85	\$ 6,078.25	\$ -	\$ 1,400,657.10
673	RECYCLING	\$ 470,314.87	\$ 20,072.18	\$ 56,456.15	\$ 433,930.90
690	TRANSIT FUND	\$ 645,660.81	\$ 2,814.10	\$ -	\$ 648,474.91
720	BVC	\$ 49,113.59	\$ 214.06	\$ -	\$ 49,327.65
750	GOLF COURSE	\$ (96,894.63)	\$ 3,818.56	\$ 3,900.74	\$ (96,976.81)
810	POOLED INVEST	\$ (46,393,795.16)	\$ 215,691.25	\$ 1,231,257.02	\$ (47,409,360.93)
820	PAYROLL CLERNC	\$ 208,892.41	\$ 703,604.61	\$ 575,594.13	\$ 336,902.89
860	GROUP HEALTH	\$ 7,071,967.67	\$ 353,479.79	\$ 346,592.02	\$ 7,078,855.44
861	POST 65 RETIRE	\$ 333,818.34	\$ 25,689.96	\$ 51,257.88	\$ 308,250.42
862	DENTAL INSUR	\$ 51,408.27	\$ 9,339.08	\$ 9,784.15	\$ 50,963.20

863 LIFE INSUR	\$	84,548.14	\$	6,362.97	\$	4,843.91	\$	86,067.20
<b>TOTAL</b>	<b>\$</b>	<b>3,046,518.52</b>	<b>\$</b>	<b>11,023,246.97</b>	<b>\$</b>	<b>7,708,889.14</b>	<b>\$</b>	<b>6,360,876.35</b>

**INVESTMENTS**  
**AS OF 06/30/2024**

INSTITUTION	INSTRUMENT	TERM	RATE	BALANCE	RENEWAL DATE
SOTSB	CD	12 MOS	5.00%	\$ 1,000,000	1/31/2025
SOTSB	CD	12 MOS	5.00%	\$ 1,000,000	1/31/2025
SOTSB	CD	12 MOS	5.00%	\$ 1,000,000	1/31/2025
SOTSB	CD	12 MOS	5.00%	\$ 1,000,000	1/31/2025
SOTSB	CD	12 MOS	4.79%	\$ 1,000,000	2/28/2025
COMM 1ST CU	CD	12 MOS	3.10%	\$ 1,000,000	4/24/2025
COMM 1ST CU	CD	12 MOS	3.10%	\$ 1,000,000	4/24/2025
COMM 1ST CU	CD	12 MOS	3.10%	\$ 1,000,000	4/24/2025
COMM 1ST CU	CD	12 MOS	3.10%	\$ 1,000,000	4/24/2025
ISB	CD	12 MOS	5.00%	\$ 1,000,000	6/3/2025
ISB	CD	12 MOS	5.00%	\$ 1,000,000	6/3/2025
ISB	CD	12 MOS	5.00%	\$ 1,000,000	6/3/2025
ISB	CD	12 MOS	5.00%	\$ 1,000,000	6/3/2025
COMM 1ST CU	CD	13 Mos	5.15%	\$ 1,000,000	9/26/2025
COMM 1ST CU	CD	13 Mos	5.15%	\$ 1,000,000	9/26/2025
COMM 1ST CU	CD	13 Mos	5.15%	\$ 1,000,000	9/26/2025
COMM 1ST CU	CD	24 MOS	3.26%	\$ 1,000,000	3/25/2026
COMM 1ST CU	CD	24 MOS	3.26%	\$ 1,000,000	3/25/2026
COMM 1ST CU	CD	24 MOS	3.26%	\$ 1,000,000	3/25/2026
COMM 1ST CU	CD	24 MOS	3.26%	\$ 1,000,000	4/24/2026
COMM 1ST CU	CD	24 MOS	3.26%	\$ 1,000,000	4/24/2026
COMM 1ST CU	CD	24 MOS	3.26%	\$ 1,000,000	4/24/2026
IPAIT	IBA	NONE	5.08%	\$ 25,469,125	NONE
<b>AVERAGE YEILD</b>			<b>4.23%</b>	<b>\$ 47,469,125</b>	



Item No. B.-4.

CITY OF OTTUMWA



Staff Summary

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

Council Meeting of: October 15, 2024

<u>Street Lighting</u> Department	<u>Brian Lewis</u> Prepared By  Department Head
 City Administrator Approval	

AGENDA TITLE: Purchase six (6) galvanized light poles in the amount of \$26,298.00.

\*\*\*\*\*

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

RECOMMENDATION: Approve the purchase of six (6) galvanized light poles in the amount of \$26,298.00.

DISCUSSION: The Electrical Department has been replacing the City's metal street light poles that the Electrical Department maintains with galvanized poles that require less maintenance. The current poles are 37 years old and rusting out at the base. The cost of six (6) galvanized poles, bases and mast arms is \$26,298.00 which is \$4,383.00 per pole.

Crescent Electric is the only company that carries the light poles the City has used to replace existing poles since the implementation of the program in 2015/2016.

The annual replacement of the poles started with the 2015/2016 budget year.

Budgeted amount: \$28,926.00

Source of Funds: Street Lighting

Budgeted Item: Yes

Budget Amendment Needed: No





610 GATEWAY DR  
OTTUMWA, IA 52501-2305  
P 641-682-8181 F 641-682-0922



## QUOTATION

QUOTE DATE	QUOTE #	PAGE #
09/17/2024	S512699206	1 of 1

CUST #: 190632

### QUOTE TO:

CITY OF OTTUMWA  
ACCOUNTS PAYABLE  
105 E 3RD ST  
OTTUMWA, IA 52501-2999

### SHIP TO:

CITY OF OTTUMWA-SHOP ACCT  
Streets DEPT  
550 GATEWAY DRIVE  
OTTUMWA IA 52501-2303  
OTTUMWA, IA 52501-2303

REQUESTED BY		REFERENCE	ACCOUNT MANAGER	
BRIAN LEWIS			GARY J BALTAZAR	
QUOTED BY		TERMS	FREIGHT TERMS	
ASHLEY N EMANUEL			FREIGHT IF APPLICABLE	
ORDER QTY	AVAILABLE	DESCRIPTION	UNIT PRICE	EXT PRICE
6 ea		DS50-900A320-6SGV-HH-FST-LAB-M201 VALMONT 35' RND TAPERED STEEL POLE WITH 6' ARM, HAND HOLE, FESTOON BOX & STEEL XFMR BASE WITH TRAPIZIOD WASHERS AND NO BOLT HOLES IN BASE **Nonstock, may not be returnable	4383.000/ea	26298.00

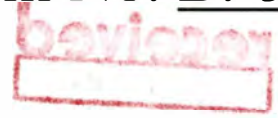
PRICES SUBJECT TO CHANGE  
QUANTITIES AVAILABLE SUBJECT TO PRIOR SALE  
PLEASE SEE [WWW.CRESCENTELECTRIC.COM](http://WWW.CRESCENTELECTRIC.COM) FOR  
STANDARD TERMS AND CONDITIONS

\* This line is taxable

SUBTOTAL	26298.00
S&H CHARGES	0.00
ESTIMATED TAX	0.00
AMOUNT DUE	26298.00



Item No. B.-5.



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



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

Council Meeting of: Oct 15, 2024

Park & Recreation  
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #229-2024, A Resolution to Set the Date for a Public Hearing  
on the Plans and Specifications for the Cemetery Office and  
Maintenance Building Project.

\*\*\*\*\*

☐

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

RECOMMENDATION: Pass and Adopt Resolution #229-2024.

DISCUSSION: Resolution #229-2024 sets November 5, 2024 as the date for the Public  
Hearing for the plans and specifications for the Cemetery Office and  
Maintenance building project.

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION # 229-2024

A RESOLUTION TO SET A DATE FOR THE PUBLIC HEARING FOR THE PLANS AND SPECIFICATIONS  
FOR THE CEMETERY OFFICE AND MAINTENANCE BUILDING PROJECT

WHEREAS, The City of Ottumwa intends to construct an office and maintenance building for the Ottumwa Cemeteries, and;

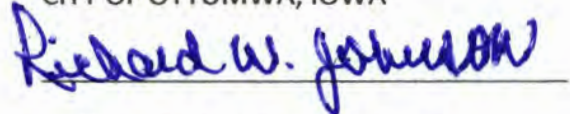
WHEREAS, It is necessary to set a date for a public hearing for the plans and specifications for this project, and;

WHEREAS, A public hearing for the plans and specifications for this project will be held on November 5, 2024 at 5:30 pm.

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

APPROVED, PASSED, AND ADOPTED, this 15<sup>th</sup> day of October, 2024.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor



ATTEST:



Christine Reinhard, City Clerk

**PLEASE PUBLISH 10/24/2024**

### Notice of Public Hearing

Notice is hereby given that the City Council of the City of Ottumwa will hold a public hearing on November 5, 2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street, Ottumwa, Iowa to approve the plans, specifications, form of contract, and estimated costs for the Cemetery Office and Maintenance Building Project. All written public comments may be submitted to the City Clerk's Office, City Hall by 4:30 pm on November 5, 2024. All persons interested in the said plans, specifications, form of contract, and estimated cost for the Cemetery Office and Maintenance Building Project are invited to be present at the above time, place and date to present their arguments for or against. All work and materials are to be in strict compliance with the Plans and Specifications prepared by Willett Hofmann & Associates, Inc. which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the City Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA by: Richard W. Johnson, Mayor. ATTEST: Christina Reinhard, CMC, City Clerk





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

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

Council Meeting of: Oct 15, 2024

**Philip Rath**

Prepared By

**Administration**

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 230-2024 - Resolution Setting Hearing on the Proposal to  
Discontinue the Public Safety Advisory Committee

\*\*\*\*\*

☐

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

RECOMMENDATION: Pass and adopt Resolution 230-2024

DISCUSSION: The Public Safety Advisory Committee exists within the city's code and used to meet on a monthly basis. Whether due to COVID-19 restrictions, or a reduction in issues the Committee had not met for a couple years. In 2022, the code was changed to meet quarterly; however, there was still not sufficient purpose to meet. Following a survey of current committee members and the mayor it is recommended to dissolve the Committee. Per Iowa Code the City is required to hold a public hearing regarding the desire to proceed with dissolution. The hearing is proposed for the next meeting, which is November 5, 2024.

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed: No

## RESOLUTION NO. 230-2024

### RESOLUTION SETTING HEARING ON THE PROPOSAL TO DISCONTINUE THE PUBLIC SAFETY ADVISORY COMMITTEE

WHEREAS, the City of Ottumwa has established a Public Safety Advisory Committee in Chapter 2, Article VI, Division 5 of the municipal code; and

WHEREAS, the Ottumwa City Council does not believe that the Public Safety Advisory Committee is needed any longer, and plans to discontinue the Committee; and

WHEREAS, before the Committee may be discontinued, it is necessary, pursuant to section 392.7, Code of Iowa, to hold a public hearing on such proposal.

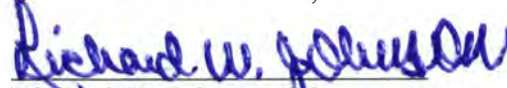
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that:

1. Notice is hereby provided that the City Council plans to discontinue the Public Safety Advisory Committee. The Committee may be discontinued by ordinance, not less than 30 days following a public hearing on such proposal.

2. The City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the proposal to discontinue the Public Safety Advisory Committee, the hearing to be held at 5:30 P.M. on November 5, 2024 at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501.

APPROVED, PASSED AND ADOPTED, this 15<sup>th</sup> day of October, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**PLEASE PUBLISH 10/19/2024**

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 DISCONTINUE THE PUBLIC SAFETY ADVISORY COMMITTEE

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on November 5, 2024, at 5:30 p.m. at the Bridge View Center, 102 Church St., Ottumwa, Iowa, at which meeting the Council plans to discontinue the Public Safety Advisory Committee. The Committee may be discontinued by ordinance, not less than 30 days following a public hearing on such proposal.

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 discontinuance. After the public hearing, the Council may make a final determination to continue the process and draft an ordinance to discontinue the Public Safety Advisory Committee, or recommend certain terms be changed, or the Council may defer action on the 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 392.7 of the City Code of Iowa.

Dated this 15 day of October 2024.

Christina Reinhard

---

City Clerk, City of Ottumwa in the State of  
Iowa

**received**  
10.8.2024 330

*[Faint red stamp]*

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

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

Council Meeting of: Oct 15, 2024

Airport  
Department

JD Wheaton  
Prepared By  
JD Wheaton  
Department Head

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

AGENDA TITLE: Resolution No. 227-2024 - Approving a Lease Agreement for 14521  
Second Ave. - Approximately 6,000 Square Feet of Building #34 located  
at the Ottumwa Regional Airport

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 227-2024.

DISCUSSION: Zach Ashmore has proposed to lease space in Building #34 at the Ottumwa Regional Airport for a term of two years, beginning November 1, 2024 through October 31, 2026. At the conclusion of the two-year term, both parties may agree to extend the lease for another two-year period. Mr. Ashmore agrees to pay \$550 per month for said premises as described within the Lease Agreement. The lease was approved by the Airport Advisory Board on their meeting held September 24, 2024.

Source of Funds: NA

Budgeted Item: ☐ Budget Amendment Needed: No



RESOLUTION NO. 227-2024

RESOLUTION APPROVING A LEASE AGREEMENT FOR BUILDING #34  
AT THE OTTUMWA REGIONAL AIRPORT

WHEREAS, Zach Ashmore wishes to lease space of approximately 6,000 square feet of Building No. 34 at the Ottumwa Regional Airport for storage purposes; and

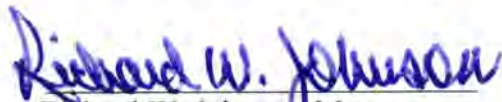
WHEREAS, Mr. Ashmore agrees to an original term of two years, commencing on November 1, 2024 through October 31, 2026, with an option to extend the lease for another two-year period should both parties agree; and

WHEREAS, Mr. Ashmore agrees to pay \$550 per month for said premises as described in the Lease Agreement.


NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Lease Agreement between the City of Ottumwa and Zach Ashmore for Approximately 6,000 Square Feet of Building No. 34 at the Ottumwa Regional Airport is hereby approved.

PASSED, ADOPTED and APPROVED this 15<sup>th</sup> day of October 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

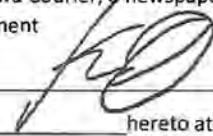
  
  
Christina Reinhard, City Clerk

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

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

PH- Notice- Bldg 34  
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 10-10-24

Subscribed and sworn to before me, and in my presence, by the said 10 day of October, 2024



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$39.36

C

MENT

## 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 LEASE CERTAIN REAL PROPERTY AT THE OTTUMWA REGIONAL AIRPORT TO ZACH ASHMORE

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. at the Bridge View Center, 102 Church St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to lease interests in real property to Zach Ashmore, pursuant to the terms and conditions of the proposed lease agreement. The real property proposed to be leased is locally known as the Ottumwa Regional Airport and is described as follows:

Approximately 6,000 square feet of 14521 Second Avenue, Building #34, located at the Ottumwa Regional Airport.

A copy of the proposed lease 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 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 10 day of October 2024.

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



## OTTUMWA COURIER

## marketplace

centralized online classifieds

TO PLACE AN AD: Call 641-684-4611 • classified@ottumwacourier.com • Online: marketplace.ottumwacourier.com

## Public Notices

Serial # or VIN  
SW15  
\$500.00 IN U.S. CURRENCY  
Exb. No.  
Property Description  
Serial # or VIN  
SW16  
0.02 GRAMS ICE  
Exb. No.  
Property Description  
Serial # or VIN  
SW17  
42.8 GRAMS ICE  
Exb. No.  
Property Description  
Serial # or VIN  
SW18  
26.5 GRAMS ICE  
Exb. No.  
Property Description  
Serial # or VIN  
SW19  
21 UNITS PHARMS.  
Exb. No.  
Property Description  
Serial # or VIN  
SW20  
BHO BLASTING TUBE  
WITH FILTER AND  
HOSE CLAMP  
Exb. No.  
Property Description  
Serial # or VIN  
SW20(A)

Stephen Lee White  
4 Silverwood Drive  
Ottumwa, Iowa 52501  
Co-Executor of the Estate of  
Clarence Neal White

/s/ Gary Neal White  
Gary Neal White  
2724 E. Leach Avenue  
Des Moines, Iowa 50320  
Co-Executor of the Estate of  
Clarence Neal White

Paul Zingg  
ICISAAT000331  
Attorney for Executor  
104 S. Court St.  
P.O. Box 493  
Ottumwa, IA 52501

Date of second publication  
October 17, 2024.

In the Iowa District Court for  
Wapello County Upon the Petition  
of Daisy Yolanda Cruz  
Aquino Petitioner and concerning  
Elio Hernandez  
Respondent Equity case no.  
DREG114198 Original Notice  
by Publication.

1. Information for Respondent  
Named Above  
Petitioner (the other parent)  
has filed a custody and visitation  
lawsuit naming you as  
Respondent.

Petitioners contact information  
during the custody and  
visitation case: Daisy Yolanda  
Cruz Aquino 125 N Davis St  
Ottumwa IA 52501 Wapello  
County.

2. Respondents Deadline for  
Filing a Response  
You must file an Answer or a  
Motion with the clerk of court in  
the above county within 20  
days after receiving this notice.  
October 31, 2024.

3. Instructions to Respondent  
Named Above  
You must file an Answer or a  
Motion with the clerk of court in  
the above county within 20  
days after the date provided  
above. If you do not respond,  
the court may enter a judgment  
against you giving Petitioner  
what he or she asked for in

## Public Notices

the Petition. You must register  
to eFile through the Iowa Judicial  
Branch website at  
<https://www.iowacourts.state.ia.us/eFile> and obtain a  
log in and password to file and  
view documents in your case  
and to receive service and notices  
from the court. For  
general rules and information  
on electronic filing, refer to the  
Iowa Court Rules Chapter 16,  
Procedure, available on the Iowa  
Judicial Branch website.

For court  
rules on the Personal Privacy  
Protection in court filings, refer  
to Division VI of the  
Iowa Court Rules, Chapter  
16.

## Important Notice to Respondent

You should talk to an attorney  
at once to protect your  
interests.

If you choose not to have an  
attorney represent you in this  
matter, go to the Iowa Judicial  
Branch website for  
self-represented filer information  
and family law forms.

If you need assistance to partici-  
pate in court due to a  
disability, call the disability co-  
ordinator at 641-684-6502.

THIS CASE HAS BEEN  
FILED IN A COUNTY THAT  
USES ELECTRONIC FILING.

Therefore, unless you obtain  
an exemption from the Court,  
you must file your Appearance  
and Motion or Answer electroni-  
cally. You must register  
through the Iowa Judicial  
Branch website at  
<https://www.iowacourts.state.ia.us/eFile> and obtain a log in  
and password for the purposes  
of filing and viewing documents  
on your case and of receiving  
service and notices from the  
Court. For general rules and  
information on electronic filing  
and rules on protection of per-  
sonal privacy in court filings,  
refer to the Iowa Court Rules  
Chapter 16 pertaining to the  
use of the electronic document  
management system and to  
privacy.

If you require the assistance  
of auxiliary aids or services to  
participate in court because of  
a disability, immediately call  
your district ADA coordinator at  
(641) 684-6502 (if you are  
locally, you may call Relay  
Iowa TTY at 1-800-735-2942).

Disability coordinators cannot  
provide legal advice.

IMPORTANT: YOU ARE AD-  
VISED TO SEEK LEGAL  
ADVICE AT ONCE TO PRO-  
TECT YOUR INTERESTS.

THE IOWA DISTRICT  
COURT FOR WAPELLO  
COUNTY IN THE MATTER OF  
THE ESTATE OF GALE  
EDWARD MARTZ.

Deceased, CASE NO.  
ESP0009110 NOTICE OF  
PROBATE OF WILL OF  
APPOINTMENT OF  
EXECUTOR, AND NOTICE  
TO CREDITORS

To All Persons Interested in  
the Estate of Gale Edward  
Martz, Deceased, who died on  
or about September 29, 2024:  
You are hereby notified that  
on October 8, 2024, the last

will and testament of Gale  
Edward Martz, deceased, bearing  
date of May 19, 2021 was ad-  
mitted to probate in the above  
named court and that Catherine  
Martz is appointed executor  
of the estate. Any action to set  
aside the will must be brought  
in the district court of said  
county within the later to occur  
of four months from the date of  
the second publication of this  
notice or one month from the  
date of mailing of this notice to  
all heirs of the decedent and  
devisees under the will whose  
identities are reasonably ascer-  
tainable, or thereafter be  
forever barred.

Notice is further given that all  
persons indebted to the estate  
are requested to make immedi-  
ate payment to the undersigned,  
and creditors  
having claims against the es-  
tate shall file them with the  
clerk of the above named dis-  
trict court, as provided by law,  
duly authenticated, for al-  
lowance, and unless so filed by  
the later to occur of four  
months from the date of the  
second publication of this no-  
tice or one month from the  
date of mailing of this notice

be rendered against you for  
the relief demanded in the Peti-  
tion.

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  
LEASE CERTAIN REAL  
PROPERTY AT THE  
OTTUMWA REGIONAL  
AIRPORT TO ZACH  
ASHMORE

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. at the Bridge View Center,  
102 Church St., Ottumwa,  
Iowa, at which meeting the  
Council proposes to take action  
on the proposal to lease  
interests in real property to  
Zach Ashmore, pursuant to the  
terms and conditions of the  
proposed lease agreement.

The real property proposed to  
be leased is locally known as  
the Ottumwa Regional Airport  
and is described as follows:  
Approximately 6,000 square  
feet of 14521 Second Avenue,  
Building #34, located at the Ot-  
tumwa Regional Airport.

A copy of the proposed lease  
agreement is on file for public  
inspection during regular busi-  
ness hours in the office of the  
City Clerk, City Hall, City of Ot-  
tumwa, Iowa.

At the time and place set for  
the public hearing, interested  
individuals will be given the op-  
portunity to express their  
views, both orally and in writ-  
ing, on the proposed  
agreement. After the public  
hearing, the Council may make  
a final determination to ap-  
prove the Agreement as sub-  
mitted, or upon condition

## Public Notices

that certain terms be changed,  
or the Council may defer action  
on the Agreement and proposi-  
tion 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 10 day of October  
2024.

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

NOTICE OF AVAILABILITY FOR  
REVIEW OF THE PHA Annual Plan  
and Capital Fund Program for  
the

Federal Fiscal Year of 2024  
for Area XV Multi-County  
Housing Agency, Agency,  
Iowa, in agreement with the  
U.S. Department of Housing  
and Urban Development's  
Quality Housing and  
Work Responsibility Act of  
1998. A draft of the 2024 PHA  
Annual Plan and Capital Fund  
Program are now available  
for public viewing and may be  
requested by e-mail at  
[area15@arvhousing.org](mailto:area15@arvhousing.org)  
or by phone at 641-937-5222.

Subdivision of the East 152  
Feet of Lot 1 of  
Leightons Subdivision  
located in the West  
one-half of the North-  
east quarter of  
Section 35, Township 72  
North, Range 14 West of  
the 5th P.M. in the City  
of Ottumwa, Wapello  
County, Iowa, commonly  
known as 109 S. Ferry St., Ot-  
tumwa, IA 52501 (the  
Property).

The petition further prays that  
the Reverse Mortgage on the  
above described real estate be  
foreclosed, that a special ex-  
ecution issue for the sale of as  
much of the mortgaged  
premises as is necessary to  
satisfy the judgment and for  
other relief as the Court deems  
just and equitable. For further  
details, please review the peti-  
tion on file in the clerk's office.  
The Plaintiff's attorney is  
Richard Reinblatt, of South-  
Law, P.C., whose address is  
10655 W Dodge Road, Suite  
250, Omaha, NE 68154.

NOTICE  
The plaintiff has elected fore-  
closure without redemption.  
This means that the sale of the  
mortgaged property will occur  
promptly after entry of judg-  
ment unless you file a written  
demand with the court to delay  
the sale. If you file a written  
demand, the sale will be de-  
layed until twelve months (or  
six months if the petition in-  
cludes a waiver of deficiency  
judgment) from the entry of  
judgment if the mortgaged  
property is your residence and  
is a one-family or two-family  
dwelling or until two months  
from entry of judgment if the  
mortgaged property is not your  
residence or is your residence  
but not a one-family or two-  
family dwelling. You will have  
no right of redemption after the  
sale. The purchaser at the  
sale will be entitled to immedi-  
ate possession of the

## Public Notices

mortgaged property. You may  
purchase at the sale.  
You must serve a motion or  
answer on or before 13th day  
of November, 2024, and within  
a reasonable time thereafter,  
you must file your motion or  
answer with the Clerk of Court  
for Wapello County, at the  
county courthouse in Ottumwa,  
Iowa. If you fail to respond,  
judgment by default may be  
rendered against you for the  
relief demanded in the petition.

If you require the assistance  
of auxiliary aids or services to  
participate in a court action be-  
cause of a disability,  
immediately call your Dis-  
trict ADA Coordinator at 641-328-  
6502. If you are hearing im-  
paired, call Relay Iowa TTY at  
1-800-735-2942.

This case has been filed in a  
county that utilizes electronic  
filing. You may find more infor-  
mation and general rules  
governing electronic filing in  
Iowa Court Rules Chapter 16.

You may find information con-  
cerning protection of personal  
information in court filings in  
Iowa Court Rules Chapter 16,  
Division VI.

By: CLERK OF THE  
COURT

sell

Garage Sale

BLUEGRASS RD 17167 Friday  
ONLY 8:30 am-4:30 pm. Kitchen-  
ware, coffee table, camping items,  
bedding, jewelry, dolls, women's  
clothing, purses, shoes,  
and lots of misc.

homes

NEED EXTRA CASH?  
Try selling something!  
Call Courier Classifieds at  
641-684-4611 today!

Land/Acreage

4 MILES NORTH OF Pella.  
40 acre building site or 2-  
20 acre lots: (Hwy T-14)  
\$20,000/acre. Call owner  
(515) 259-3505

homes

Rentals

HOUSE FOR RENT  
Large 3 BR, 1-1/2 BA, Northside,  
1215 N. Court, \$900/Mo. + De-  
posit. Stove & Refrigerator fur-  
nished. No pets. No smoking. Ap-  
plication, References and one year  
Lease required. Call 641.683.0687  
for showing appointment. Avail-  
able October 1, 2024.

Rentals

These are JUST A FEW  
REASONS to support local  
journalism and get a print or  
digital subscription today.  
GIVE US A CALL.

## Rentals



**PUBLISHER'S NOTICE:** All  
real estate advertised in this  
newspaper is subject to equal  
opportunity housing standards.  
This newspaper will not  
knowingly accept any  
advertising for real estate  
which is in violation of the law.

The Iowa Civil Rights Act (Iowa  
Code 216) prohibits housing  
discrimination based on race,  
color, sex, sexual orientation,  
gender identity, religion, national  
origin, mental disability, physical  
disability, and familial status  
(presence of children in the  
home).

The Federal Civil Rights Act of  
1968 prohibits discrimination in  
housing because of race or  
color. The Civil Rights Act of  
1968, Title VIII, and the Fair  
Housing Amendments Act of

10  
REASONS  
TO READ YOUR  
LOCAL NEWSPAPER

WHAT ARE SOME REASONS  
WHY YOU SHOULD  
SUBSCRIBE TO YOUR  
LOCAL NEWSPAPER?

1. You want to be informed!

2. You need a new job!

3. You've outgrown your  
apartment or rental.

4. You're craving a night on  
the town!

5. You want to follow the local  
sports scene.

6. You need to find a  
contractor to do work at  
your home or business.

7. You're looking for a laugh  
or a good puzzle.

8. You want to shop local.

9. You want to save money.

10. You want to make sure  
someone is watching your  
local government.



**PLEASE PUBLISH 10/10/2024**

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  
LEASE CERTAIN REAL PROPERTY AT THE OTTUMWA REGIONAL AIRPORT  
TO ZACH ASHMORE

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. at the Bridge View Center, 102 Church St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to lease interests in real property to Zach Ashmore, pursuant to the terms and conditions of the proposed lease agreement. The real property proposed to be leased is locally known as the Ottumwa Regional Airport and is described as follows:

Approximately 6,000 square feet of 14521 Second Avenue, Building #34, located at the Ottumwa Regional Airport.

A copy of the proposed lease 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 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 10 day of October 2024.

Christina Reinhard

---

City Clerk, City of Ottumwa in the State of  
Iowa



## **OTTUMWA REGIONAL AIRPORT LEASE AGREEMENT**

This Lease Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and Zach Ashmore, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Ottumwa Regional Airport, hereinafter referred to as "Airport" is owned by the LESSOR, and subject to the management and control of the LESSOR; and

WHEREAS, LESSEE has agreed to rent approximately 6,000 square feet of Building #34, located at 14521 Second Avenue, at the Airport.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable considerations, LESSOR does hereby lease unto LESSEE, and LESSEE does hereby take from LESSOR, certain premises and facilities, rights, services and privileges in connection with and at the Airport as follows:

### **ARTICLE I - PREMISES**

A. The LESSOR, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of the LESSEE, to be kept and performed, demises, leases and rents unto the LESSEE, and the LESSEE hereby leases and takes of and from the LESSOR, the following described premises to-wit:

Approximately 6,000 square feet of Building #34, located at the Airport.

B. That LESSEE will use the leased premises for storage purposes and the premises shall be used by the LESSEE for the purpose hereinbefore stated, except by written consent of the LESSOR. That LESSEE will not permit any person to use the same for any activity or purpose tending to injure the reputation of the City of Ottumwa, nor for any unlawful purpose, nor for any activity deemed extra-hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said premises or increase the cost thereof.

C. LESSEE will not, without the express written approval of the LESSOR, place any sign, decorations or objects on the demised premises, either by attaching the same to the building or placing them on the adjacent grounds. The LESSEE will be allowed to erect a sign for the express purpose of business identification. The size and location will be determined by mutual consent of the LESSEE and LESSOR.

D. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent LESSEE from erecting or permitting to be erected, any building or other structure on the Airport which in the opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft.

E. LESSEE shall suffer no waste or injury to the premises nor obstruct the streets or sidewalks adjacent thereto.

## **ARTICLE II - TERM**

A. LESSEE shall have and hold all of the above privileges described for a term of two (2) years, commencing on the 1st day of November 2024 and ending on October 31, 2026.

B. At the conclusion of the two-year term described above, LESSEE and LESSOR may agree to extend the lease for another two-year period. LESSEE shall provide written notice to LESSOR sixty (60) days prior to the conclusion of the initial term of his intent to extend the lease. LESSOR shall either approve or deny such extension within fourteen (14) days of receipt.

C. Notwithstanding the foregoing, either party has the right to terminate this lease by providing sixty (60) days' written notice to the other party.

## **ARTICLE III - RENTAL AND FEES**

A. LESSEE agrees to pay LESSOR the sum of \$550.00 (Five Hundred Fifty Dollars) per month for said premises as described in Article I, together with interest at the rate of 12% per annum on all delinquent installments. Rental fees shall be rounded to the next highest dollar increment.

## **ARTICLE IV - TERMINATION OF LEASE AND DEFAULTS OF LESSEE**

A. TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This lease shall terminate upon expiration of the demised term, upon default in payment of rent herein, or upon any other default by LESSEE in accordance with the terms and provisions of this lease.

B. In the event of default of any material term herein, this lease may, at the option of the LESSOR, be canceled and forfeited, provided however, before any such cancellation and forfeiture except as provided in (C) below, LESSOR shall give LESSEE a written notice specifying the default, or defaults, and stating that the lease will be canceled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within the thirty (30) day period.

C. BANKRUPTCY OR INSOLVENCY OF LESSEE. In the event LESSEE is adjudicated bankrupt, or in the event of a judicial sale or other transfer of LESSEE's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days written notice thereof by LESSOR to LESSEE, then and in any such events, LESSOR may, at its option, immediately terminate this lease and re-enter said premises, upon giving of ten (10) days written notice by LESSOR to LESSEE all to the extent permitted by applicable law.

D. In (B) and (C) above, waiver as to any default shall not constitute a waiver of any

subsequent default or defaults.

E. Re-renting by the LESSOR upon the LESSEE's default shall be construed as an effort to mitigate damages by the LESSOR and not as an agreement to terminate this lease.

F. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved in addition to all other remedies now or hereafter provided by law may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

#### **ARTICLE V - MAINTENANCE OF PROPERTY AND UTILITIES**

A. LESSEE shall operate, maintain and keep in good repair, all appurtenances, facilities and services.

B. LESSEE will, at its own expense, repair and replace glass, locks, hinges, doors, windows or any other part of the leased premises, if such damage is caused by negligent actions of the LESSEE, its employees, agents invitees, or licensees, or for normal wear and tear on said premises during the term of this lease. In the event LESSEE shall fail to make repairs as necessary following written notice by LESSOR, LESSOR at its option, and after thirty (30) days written notice of its intention to do so, may complete said repairs; the cost thereof, shall be repayable to the LESSOR by the LESSEE on demand, and may be recovered as rent in arrears. LESSEE shall be responsible for mowing the premises and for snow removal on the premises.

C. LESSEE will do nothing which will cause structural injury to the building. LESSEE will make no structural changes to the premises without prior written consent of LESSOR.

D. LESSEE will make no unlawful use of said premises and agrees to comply with all valid regulations of any applicable local law, the laws of the State of Iowa, and the Federal Government. However, this provision shall not be construed as creating any duty by LESSEE to members of the general public. LESSEE will not allow trash of any kind to accumulate on said premises in the front yard, side yard or rear yard and will remove the same from the premises at its own expense.

E. LESSEE agrees to use the premises leased to it hereunder in a proper manner, consistent with the purposes for which said premises are leased to it.

F. HAZARDOUS WASTE.

(1) LESSEE shall strictly comply with, and obey, all environmental laws, including but not limited to those laws, with respect to the creation, storage and disposal of hazardous materials. LESSEE is strictly prohibited from creating, utilizing, storing or disposing of any material or substance, which may be hazardous without prior notice to, and written consent from, the LESSOR except for those FDA approved substances reasonably related

to LESSEE's business.

(2) LESSEE shall defend, hold harmless and indemnify LESSOR from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage has been caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1).

(5) This indemnification is intended to survive the termination or expiration of this lease. Said indemnification shall operate as indemnity for any injury or damage set forth above, from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense incurred after the termination or expiration of the lease caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, during the term of the lease.

G. LESSEE shall allow all Public Utility companies unrestricted access to the property for the maintenance of all Public Utility facilities which are on, over, above, or below the described property.

#### **ARTICLE VI - RULES AND REGULATIONS**

A. LESSEE agrees to observe and obey all reasonable rules and regulations which may from time to time during their term hereof be promulgated by LESSOR for the conduct and operation of the Airport, consistent with safety and with the rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; and provided further that such rules and regulations shall not be inconsistent with provisions of the Lease Agreement.

#### **ARTICLE VII - SURRENDER OF PREMISES AT END OF TERM**

A. LESSEE agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in a good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from the lapse of time, or damage without fault or liability of LESSEE.

#### **ARTICLE VIII - INSURANCE**

A. LESSOR and LESSEE will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties, that is fire and those items usually covered by extended coverage. LESSEE will procure and deliver to the LESSOR a Certificate of Insurance to that effect. Any and all proceeds from the insurance policies shall be payable to the parties hereto, as their respective interests may appear. LESSOR will provide casualty insurance on the building. LESSEE will provide casualty insurance on the contents of said building.

B. LESSEE will not do or omit the doing of any act, which would vitiate any insurance or



increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the LESSEE upon which the LESSOR, by law or by the terms of this lease, has or shall have a lien.

C. LESSEE further agrees to comply with recommendation of Iowa Insurance Service Bureau and to be liable for and promptly pay, as if current rental, any increase in insurance rates on said premises due to increase risks or hazards resulting from LESSEE's use of the premises otherwise than as herein contemplated and agreed.

D. LESSOR shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises and said insurance monies shall be paid to and held by the LESSOR to be used in the payment for cost of repairs or restoration of damaged building, if the destruction is only partial.

E. It is understood and agreed that the City of Ottumwa, Iowa, is named as "Additional Insured" in respect of the insured's occupancy of the premises and building at the Airport and the use of any part of the Airport which this Lease Agreement permits, and such policy of insurance which shall bear the following endorsement in words or substance:

"It is understood and agreed that the City of Ottumwa is named as "Additional Insured" in respect to the insured's occupancy of the premises and building at the Ottumwa Industrial Airport six (6) miles north of Ottumwa in Wapello County, Iowa."

F. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company or companies insuring against such claim, damages, costs, or expenses on account of injury to any person, or persons, including death, by reason of any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. LESSEE shall provide to LESSOR a Certificate of Insurance for liability coverage with coverage limits in the amount of \$1,000,000, including an endorsement adding LESSOR as an additional insured. Certificates shall be provided to LESSOR prior to the signing of this lease or the beginning of the term of this lease. The minimum liability insurance requirements will be evaluated prior to each subsequent renewal option.

#### **ARTICLE IX - INDEMNITY**

A. LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries to any person or persons, including death, or damage to property caused by LESSEE'S use or occupancy of the demised premises; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned by the negligence of LESSOR, its agents or employees and provided further that LESSOR shall give LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect LESSEE. LESSEE shall have the right to compromise and defend the same to the extent of its own interest, only upon prior written consent of LESSOR.

B. Except as to any negligence of the LESSOR, arising out of roof and structural parts of the



building, LESSEE will protect, indemnify and save harmless the LESSOR from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person, property, happening or done in, upon or about the leased premises, or due indirectly to the tenancy, use or occupancy thereof, or any part thereof by the LESSEE or any person claiming through or under the LESSEE.

## **ARTICLE X – FAA PROVISIONS**

### **A. General Civil Rights Provisions**

In all its activities within the scope of its airport program, the LESSEE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the LESSEE transfers its obligation to another, the transferee is obligated in the same manner as the LESSEE.

The above provision obligates the LESSEE for the period during which the property is owned, used or possessed by the LESSEE and the airport remains obligated to the Federal Aviation Administration.

### **B. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the LESSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

### **C. Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the LESSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**D. Clauses for Transfer of Real Property Acquired or Improved under the Airport Improvement Program**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by LESSOR pursuant to the provisions of the Airport Improvement Program grant assurances:

1. The LESSEE for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
  - a) In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the LESSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, LESSOR will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

**E. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by LESSOR pursuant to the provisions of the Airport Improvement Program grant assurances.

1. The LESSEE for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that the LESSEE will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, LESSOR will have the right to terminate the Lease



and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

#### **F. Airport Protection**

It shall be a condition of this lease, that the LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. LESSOR reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of LESSEE, and without interference or hindrance.

That the LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

#### **G. Existing Rights Reserved**

This Agreement is subject and subordinate to the provisions of any existing or future agreements between the LESSOR and the United States or the State of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which is or has been required as a condition precedent to the transfer of Federal rights or property to the LESSOR for Airport purposes, or to the expenditure of Federal or State of Iowa funds or passenger facility charges for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as the act may be amended from time to time. LESSEE shall abide by requirements of agreements entered into between the LESSOR and the United States, and shall consent to amendments and modifications of this Agreement if required by any such agreements or if required as a condition of the LESSOR's entry into such agreements.

#### **H. Exclusive Rights**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEES on other parts of the airport.

#### **I. War or National Emergency**



During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

**J. Americans with Disabilities Act (1990)**

LESSEE agrees to comply with the Americans with Disabilities Act (1990) and any amendments and regulations thereto with regard to LESSEE's operations on the Leased Premises.

**K. Right to Amend**

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions or any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will LESSEE be required, pursuant to this paragraph, to agree to an increase in the fees and charges provided for herein or to a change in the use, provided it is an authorized use, to which LESSEE has put the Leased Premises.

**L. Just Services**

LESSEE further covenants and agrees, with respect to any service furnished to the public at the Ottumwa Regional Airport, LESSEE will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided however, that LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

**ARTICLE XI - ASSIGNMENT**

A. LESSEE shall not, at any time, assign this Lease Agreement or any part thereof without the express written approval of the LESSOR. Provided; however, that this shall not prevent the assignment of this Lease Agreement to a corporation or limited liability company which LESSEE owns, or may merge or consolidate with or which may succeed to the business or assets of LESSEE or a substantial part thereof. LESSEE shall not at any time sub-let space in any premises now or hereafter leased exclusively to LESSEE without the express written consent of the LESSOR in advance. LESSOR shall not unreasonably withhold consent.

**ARTICLE XII - NOTICES**

A. Notices to LESSOR provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

City of Ottumwa  
c/o Phil Rath, City Administrator  
105 East Third Street  
Ottumwa, IA 52501

and notices to LESSEE, if sent by registered mail, postage prepaid, addressed as follows:

Zach Ashmore  
2615 Meadowdale St.  
Ottumwa, IA 52501  
641.436.0129  
z.ashmore1987@gmail.com

Or such other respective addresses as the parties may designate to each in writing from time to time.

### **ARTICLE XIII - GENERAL CONDITIONS**

A. This Lease Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for development of the Airport.

B. That LESSEE and LESSOR are not relying on any statement or representations of each other or of any other party in entering into this lease and that all of the negotiations between the parties are merged into this agreement and that there are no understandings, terms or agreements of any kind or nature that are not set out herein and that this Lease Agreement and the provisions herein contained are the only agreements and understandings between the parties hereto.

D. All the covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

E. Neither the LESSEE nor anyone claiming by, through or under the LESSEE shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement hereon, or upon the leasehold interest of the LESSEE therein, and notice is hereby given that no contractor, sub-contractor or anyone else may furnish any material, service or labor.

### **ARTICLE XIV - SAVING CLAUSE**

Should any part or provision of the Lease Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of the Lease Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Lease Agreement to be executed by their proper officers.

10-15-2024  
Date

Richard W. Johnson  
Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard  
Christina Reinhard, City Clerk



\_\_\_\_\_  
Date

\_\_\_\_\_  
Zach Ashmore



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

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

Council Meeting of: Oct 15, 2024

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 232-2024, a resolution accepting the bid and approving the sale of 1229 Brentwood to Weston McKee for the sum of \$81,200.00

\*\*\*\*\*



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



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

RECOMMENDATION: Pass and adopt Resolution No. 232-2023

DISCUSSION: The City accepted bids on this property until 3:00 PM October 1, 2024. Four bids were submitted. Weston McKee submitted the best bid in the amount of \$81,200.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

☐

## **ITEM TO INCLUDE ON AGENDA**

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

October 15, 2024

5:30 p.m.

- Public hearing on the proposal to convey certain real property at 1229 Brentwood to Weston McKee, as the high bidder therefor
- Resolution approving and authorizing the conveyance of certain real property at 1229 Brentwood to Weston McKee, as the high bidder therefor

## **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 15, 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:

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

Absent: Doug McAntire

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposed conveyance of an interest in real property, and that notice of the proposed action had been published pursuant to the provisions of Section 362.3 of the Code of Iowa.

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

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

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

Whereupon, Council Member Caviness then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY AT 1229 BRENTWOOD TO WESTON MCKEE, AS THE HIGH BIDDER THEREFOR ", and moved:

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

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

AYES: Caviness, Reid, Galloway, Hoffman

Absent: McAntire

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

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 232-2024

RESOLUTION APPROVING AND AUTHORIZING THE  
CONVEYANCE OF CERTAIN REAL PROPERTY AT 1229  
BRENTWOOD TO WESTON MCKEE, AS THE HIGH BIDDER  
THEREFOR

WHEREAS, the City of Ottumwa, Iowa (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"); and

WHEREAS, the City has received a proposal from Weston McKee (the "Buyer") in the form of the high sealed bid in the amount of \$81,200, and for other good and valuable consideration, to purchase the Property; and

WHEREAS, pursuant to notice published as required by law, at this meeting, the City Council has held a hearing on the proposal to convey an interest in real property and the extent of objections received from residents or property owners as to said proposed transaction has been fully considered; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the real property described herein shall be conveyed by the City to Weston McKee for \$81,200 and other good and valuable consideration. Conveyance by the City shall be by quit claim deed, with no abstract, and the Buyer shall pay all costs associated with the conveyance of the Property including any property taxes owed.

Section 2. That the Buyer shall submit a six-month repair plan to the City's Health Department no later than thirty (30) days after the Property is transferred and repair the Property in conformance with applicable City Codes within such six-month period, as approved.

Section 3. That the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to do all such acts and things and to execute all such documents on behalf of the City as may be necessary to carry out this transaction, including the execution and recording of the necessary conveyance documents.

PASSED AND APPROVED this October 15, 2024.

Richard W. Johnson  
Mayor

ATTEST:

Christine Reinhard  
City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 15 day of October, 2024.

*Christina Reinhard*

City Clerk, City of Ottumwa, State of Iowa



02053822-1\10981-1006



**1229 BRENTWOOD**

Bidder	Bid
Manny Martinez	\$57,500.00
Mike Cain	\$65,500.00
John Sholes	\$70,127.00
Weston McKee	\$81,200.00

**PURCHASE AGREEMENT BID FORM  
FOR  
1229 BRENTWOOD  
OTTUMWA, IOWA**

This proposal is for a City owned property located at **COMB'S 1ST ADD LOT 56 (1229 BRENTWOOD) City of Ottumwa, Wapello County, Iowa** legally known as 1229 Brentwood The property is located in an C-3 Commercial Mixed Use zoning district and must be used in that regard.

The property is offered for sale subject to the following conditions:

A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the proposal.

The property will be transferred by **Quit Claim Deed with no abstract** and the buyer will pay the costs of conveyance as well as any property taxes owed.

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

Bidders also understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and any property taxes owed are costs that are in addition to the total purchase price offered for the property.

It is understood and agreed that a Purchase Agreement Form, once submitted and opened, cannot be withdrawn without the consent of the City of Ottumwa.

\$ 81,200

**TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY**

If my proposal is accepted, I the undersigned further agree to keep the property free of any and all nuisances and to keep the grass cut below 10" in height.

Weston McKee

641-226-4412

**NAME OF BIDDER (PRINTED)**

**TELEPHONE NUMBER**

2953 Glasgow Rd

Fairfield IA 52556

**MAILING ADDRESS**

**SIGNATURE**

10-1-24

**DATE**

Weston McKee Yahoo.com  
**EMAIL ADDRESS**

**(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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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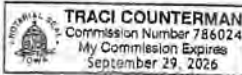
City Clerk, City of Ottumwa in the State of  
Iowa

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

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

1229 Brentwood  
City of Ottumwa hereto attached  
was published in said newspaper for 1 consecutive week's to-wit: 10-10-24  
Subscribed and sworn to before me, and in my presence, by the said 10 day of October, 2024



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$37.52

CI

ENT

## 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 Combs First Addition to the City of Ottumwa, Wapello County, Iowa, and locally known as 1229 Brentwood, Ottumwa, Iowa.

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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 10th day of October, 2024.  
Chris Reinhard  
City Clerk, City of Ottumwa in the State of Iowa



# 109 E WOODLAND

657A Success Story  
Ottumwa City Council  
October 15, 2024

## 657A

- Iowa Code 657A: Abandoned or Unsafe Buildings – Abatement by Rehabilitation
- 657A.10B: Petition by city or county for title to abandoned property
- Demolition diversion
- Place property in the hands of someone who can restore it to productive use
- 15-20 pending cases in Ottumwa



## 109 E WOODLAND

- Placarded August 2022 – OFD call for living conditions
- Owner abandoned property after that
- City filed 657A action September 2023
- City acquired title February 2024
- Staff invested about \$2,200 to clean the interior to improve sale value
- City sold to Manny Martinez June 2024 for \$35,000
- Martinez completed the rehab on October 15, 2024 and is prepared to list the property for sale for \$180,000





## BEFORE REHABILITATION





## BEFORE REHABILITATION



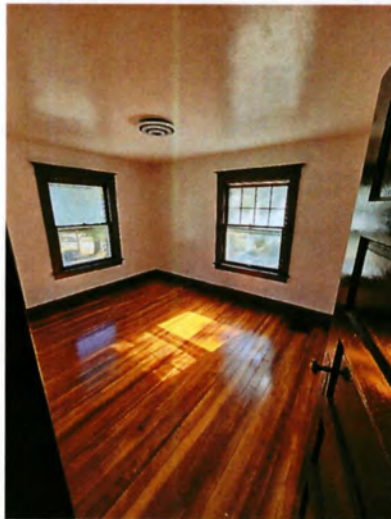
## BEFORE REHABILITATION



## AFTER REHABILITATION



## AFTER REHABILITATION





## AFTER REHABILITATION



## ECONOMIC IMPACT

- Maintain a home available for a family to live in Ottumwa
- Provide work opportunities for local contractors and tradespeople
- At a valuation of \$150,000 to \$160,000 the property will generate about \$3,000 in property tax to support city, county and schools
- Prevent demolition expense which averages about \$17,000 per property



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

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

Council Meeting of : Oct 15, 2024

Planning & Development  
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 234-2024: Approving and Authorizing the Conveyance of  
Certain Real Property at 1317 E Mary to Selman Aliu and Approving  
and Authorizing Execution of a Related Purchase Agreement

\*\*\*\*\*



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

RECOMMENDATION: Open public hearing,  
Receive Public Comment,  
Close public hearing,  
Pass and adopt Resolution No. 234-2024

DISCUSSION: Selman Aliu has offered \$10,000 for the purchase of City-owned property known as 1317 E Mary. The property is currently not used by the City and at some point previously has been permitted to be used as a driveway for accessing Aliu's Riverside Restaurant. Staff had the property surveyed and a legal description was created for the sale. The properties characteristics make it of little use for development other than use for the

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

adjoining restaurant and fuel station. The City does not current use the property. For these reasons, staff is satisfied that the proposed purchase price is adequate. The resolution will approve the sale and purchase agreement prepared by Ahlers-Cooney.

## **ITEMS TO INCLUDE ON AGENDA**

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

October 15, 2024

5:30 P.M.

- Public hearing on the proposal to convey interests in real property at 1317 E. Mary Street to Selman Aliu, pursuant to a proposed Purchase Agreement
- Resolution approving and authorizing the conveyance of certain real property at 1317 E. Mary Street to Selman Aliu and approving and authorizing execution of a related Purchase Agreement

## **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 15, 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:

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

---

Absent: Doug McAntire

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the proposal to convey interests in real property at 1317 E. Mary Street to Selman Aliu and to approve and authorize execution of a related Purchase Agreement by and between the City of Ottumwa and Selman Aliu, and that notice of the proposed action and public hearing had been published as required by the Iowa Code.

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

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

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

Whereupon, Council Member Caviness introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY AT 1317 E. MARY STREET TO SELMAN ALIU AND APPROVING AND AUTHORIZING EXECUTION OF A RELATED PURCHASE AGREEMENT", and moved:

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

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

AYES: Caviness, Reid, Galloway, Hoffman

Absent: McAntire

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

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 234-2024

RESOLUTION APPROVING AND AUTHORIZING THE  
CONVEYANCE OF CERTAIN REAL PROPERTY AT 1317 E.  
MARY STREET TO SELMAN ALIU AND APPROVING AND  
AUTHORIZING EXECUTION OF A RELATED PURCHASE  
AGREEMENT

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,

and locally known as 1317 E. Mary Street; and

WHEREAS, by Resolution adopted October 1, 2024, this Council set a public hearing on the proposed conveyance of the Property for the City Council meeting on October 15, 2024; and

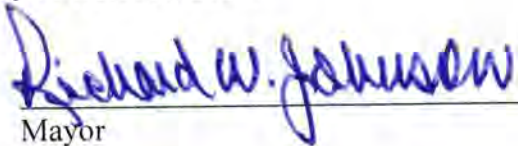
WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to convey the Property and to approve and authorize execution of the Agreement, and has considered the extent of any objections received from residents or property owners to said proposed action; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

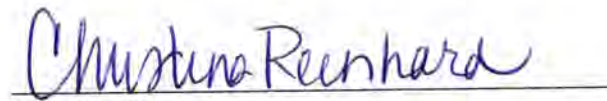
Section 1. That the Property described herein shall be conveyed by the City to Selman Aliu in exchange for \$10,000 and in consideration of other obligations under the Agreement, pursuant to the terms and conditions of the Agreement.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including the execution of the necessary conveyance documents.

PASSED AND APPROVED this 15<sup>th</sup> 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 Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 15 day of October, 2024.

  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

02408247\10981-1038



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02408230\10981-1038

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

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

1317 E. Mary  
City of Ottumwa hereto attached was  
published in said newspaper for 1 consecutive weeks to-wit: 10-3-24

Subscribed and sworn to before me, and in my presence, by the said 3 day of October, 2024.



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 76.88

**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  
ALLU PURSUANT TO A PRO-  
POSED 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 Allu (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

**PURCHASE AGREEMENT  
FOR  
1317 E. MARY STREET, OTTUMWA, IOWA  
(the "Property")**

This Purchase Agreement (the "Agreement") is entered into by and between the City of Ottumwa, Iowa, a municipality (the "City") and Selman Aliu (the "Buyer").

WHEREAS, the City has received a proposal from the Buyer (the "Buyer's Proposal") for the purchase of the Property, a summary of which is attached hereto and incorporated herein by this reference as Exhibit A; and

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

**ARTICLE I. CONVEYANCE OF THE PROPERTY**

Section 1.1. Sale of Property. For the purchase price identified on Exhibit A (the "Purchase Price") and other consideration, including the obligations being assumed by the Buyer under this Agreement, the City agrees to sell, and the Buyer agrees to purchase, the Property, subject to easements and appurtenant servient estates, and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Iowa Code Section 364.7. Buyer shall pay the Purchase Price to the City by wire transfer, cashier's check, or cash at the Closing (subject to prorations, reductions, and credits as provided below). Prior to Closing, Buyer may, at Buyer's expense, have the Property surveyed by a registered land surveyor.

Section 1.2. Closing. The City's obligation to transfer title of the Property to Buyer, and Buyer's obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on a mutually agreeable date to be scheduled within 45 days of the City's approval and execution of this Agreement (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to Buyer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City's possession shall be made as of the date of Possession. The transfer shall be considered closed upon the delivery to Buyer of a duly executed deed without warranty (the "Deed") for the Property (which Deed shall reference the City's reversionary rights in the Property), the filing of all title transfer documents, and the City's receipt of all funds due at the Closing Date from Buyer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 1.3. Closing Costs. At Closing, each party agrees to pay the following costs, respectively:

- a. The City agrees to pay:

- i. City's attorney's fees or other professional fees incurred by City in connection with this transaction.
  - ii. One-half of a closing fee charged by a closing agent, if any.
  - iii. Transfer taxes, if applicable.
- b. The Buyer agrees to pay:
  - i. The Purchase Price.
  - ii. Buyer's attorney's fees or other professional fees incurred by Buyer in connection with this transaction.
  - iii. One-half of a closing fee charged by a closing agent, if any.
  - iv. Recording fees for the Deed, for the City proceedings showing City authorization of this transaction, and for any documents recorded to address or cure title defects identified pursuant to Section 1.7.

Section 1.4. Real Estate Taxes; Special Assessments. The Buyer acknowledges that the Seller is a tax-exempt government entity, and the Buyer agrees that the Seller shall not be required to pay any real estate taxes or to give the Buyer a credit for prorated real estate taxes at Closing. The Buyer shall pay all real estate taxes, if any, assessed against the Property. The City shall pay or release all special assessments which are a lien on the Property as of the Closing Date. The Buyer shall pay all subsequent special assessments.

Section 1.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Property prior to Closing. The City agrees to maintain existing insurance, if any, and Buyer may purchase additional insurance on the Property prior to Closing. In the event of substantial damage or destruction of the Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Property such that this Agreement shall continue and Buyer shall complete the Closing regardless of the extent of damages. Buyer shall bear the risk of loss or damage to the Property after Closing.

Section 1.6. Inspection and Disclaimer of Warranties. Buyer acknowledges and agrees that the City is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. Buyer represents to the City that Buyer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Buyer deems necessary to satisfy itself as to the condition of the Property. **Buyer acknowledges and agrees that at the Closing, Buyer shall accept the Property "as is, where is, with all faults."** At the Closing, Buyer shall be deemed to have released the City from any claims, known or unknown, which the Buyer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. Buyer acknowledges that the compensation to be paid to the City for the Property considers that the Property is being sold subject to the



provisions of this Section 1.6.

Section 1.7. Abstract and Title. If requested by Buyer and at Buyer's sole expense, payable at Closing, the City will place an order for an abstract of title to the Property dated at least through the date of this Agreement. The abstract will be delivered to Buyer's attorney for examination and rendering of a title opinion. If the title opinion does not show marketable title in the City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association, then the City shall reasonably cooperate with the Buyer to remedy any defects to title. If the City is unable to cure the defects to title by the Closing Date, then either party may terminate this Agreement by giving 10 calendar days written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full.

Section 1.8. Certification. The Buyer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

## **ARTICLE II. PROPERTY MAINTENANCE OBLIGATIONS**

Section 2.1. Compliance with Laws. Buyer shall comply with all state, federal, and local laws, rules, and regulations relating to the Property, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 2.2. Available Information. Upon request, Buyer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Buyer's obligations hereunder.

Section 2.3. Insurance. The Buyer shall, during its ownership of the Property, maintain insurance coverages with respect to the Property in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 2.4. Maintenance of Property. From and after the Closing Date, Buyer agrees to maintain, preserve, and keep the Property (and the Improvements, once constructed) in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.



### **ARTICLE III. RELEASE AND INDEMNIFICATION**

#### **Section 3.1. Release and Indemnification Covenants.**

a. Buyer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article III, the "Indemnified Parties"), from covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Buyer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Buyer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Property; or (iii) any hazardous substance or environmental contamination located in or on the Property arising after Closing.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Buyer, or its officers, agents, servants, or employees or any other person who may be about the Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

e. The provisions of this Article III shall survive the termination of this Agreement.

### **ARTICLE IV. DEFAULT AND REMEDIES**

**Section 4.1. Events of Default.** Prior to Closing, the parties' sole remedies for a default under this Agreement shall be as follows:

a. If the City breaches, repudiates, or otherwise fails to timely perform this agreement, the Buyer's sole and exclusive remedy will be to terminate this agreement by written notice to the City and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed \$1,000, from the City.

b. If the Buyer breaches, repudiates, or otherwise fails to timely perform this agreement, the City's sole and exclusive remedy will be to terminate this agreement by written

notice to the Buyer and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed \$1,000, from the Buyer.

## **ARTICLE V. MISCELLANEOUS**

Section 5.1. Notices. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by certified mail, or by overnight delivery, addressed to the City at its City Hall or to the Buyer at the Buyer's address provided in Exhibit A, or to any other address as shall be furnished in writing by the respective party.

Section 5.2. Interpretation of this Agreement. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions by the parties regarding the subject matter hereof, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 5.4. No Merger. None of the provisions of this Agreement shall be deemed merged in, affected by, or impaired by a deed provided by the City at Closing.

Section 5.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

Section 5.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 5.7. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 5.8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

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

**BUYER: SELMAN ALIU**

Signature: \_\_\_\_\_

Date: 10-14-24

Print Name of Signer: SELMAN ALIU

If signing in representative capacity,  
signer's title in Buyer entity: \_\_\_\_\_

**CITY OF OTTUMWA, IOWA**

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

Mayor

Date: 10-15-2024

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

City Clerk



**EXHIBIT A**  
**TERMS OF BUYER'S PROPOSAL**

**PROPERTY:**

Street Address of Property: 1317 E. Mary Street, Ottumwa, Iowa

Legal Description of Property:

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.

**BUYER:**

Buyer's Name (as to appear on Property Deed):

Selman Aliu

---

Buyer's Address (as to where property tax statements shall be addressed):

1317 E. Mary Street, Ottumwa, Iowa 52501

---

**PURCHASE PRICE:** \$10,000



INDEX LEGEND	
LOCATION:	GOVERNMENT LOT 2 IN SEC. 31-72-13 CITY OF OTTUMWA
PROPRIETOR:	CITY OF OTTUMWA
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577

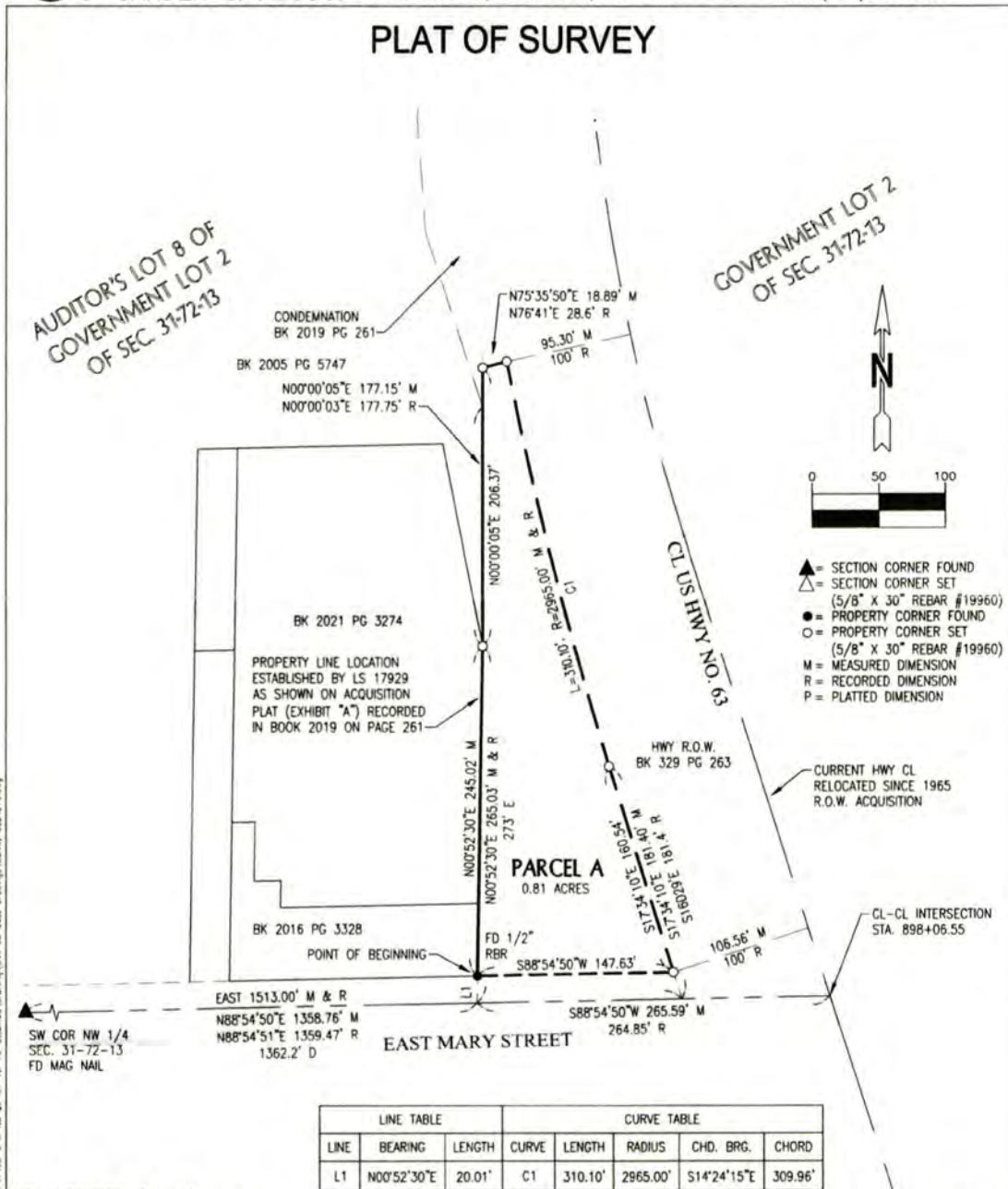


GARDEN & ASSOC.

RESERVED FOR RECORDER'S USE

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

## PLAT OF SURVEY



DATE OF FIELDWORK: 9-17-24  
BASIS OF BEARING: IOWA STATE PLANE SOUTH

SHEET 1 OF 2

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* 9-23-24  
Bobby J. Maddaleno, P.L.S. Date  
License number: 19960  
My license renewal date is December 31, 2025  
Pages or sheets covered by this seal: 2



**CITY OF OTTUMWA**  
**PARCEL A OF GOVT LOT 2 OF**  
**SEC. 31-72-13**  
**OTTUMWA, IOWA**

DATE: 9-19-24	DRN. BJM	APP.
FLD.BK.	PROJ.NO. 6024270	



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

## PLAT OF SURVEY

### LEGAL DESCRIPTION:

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

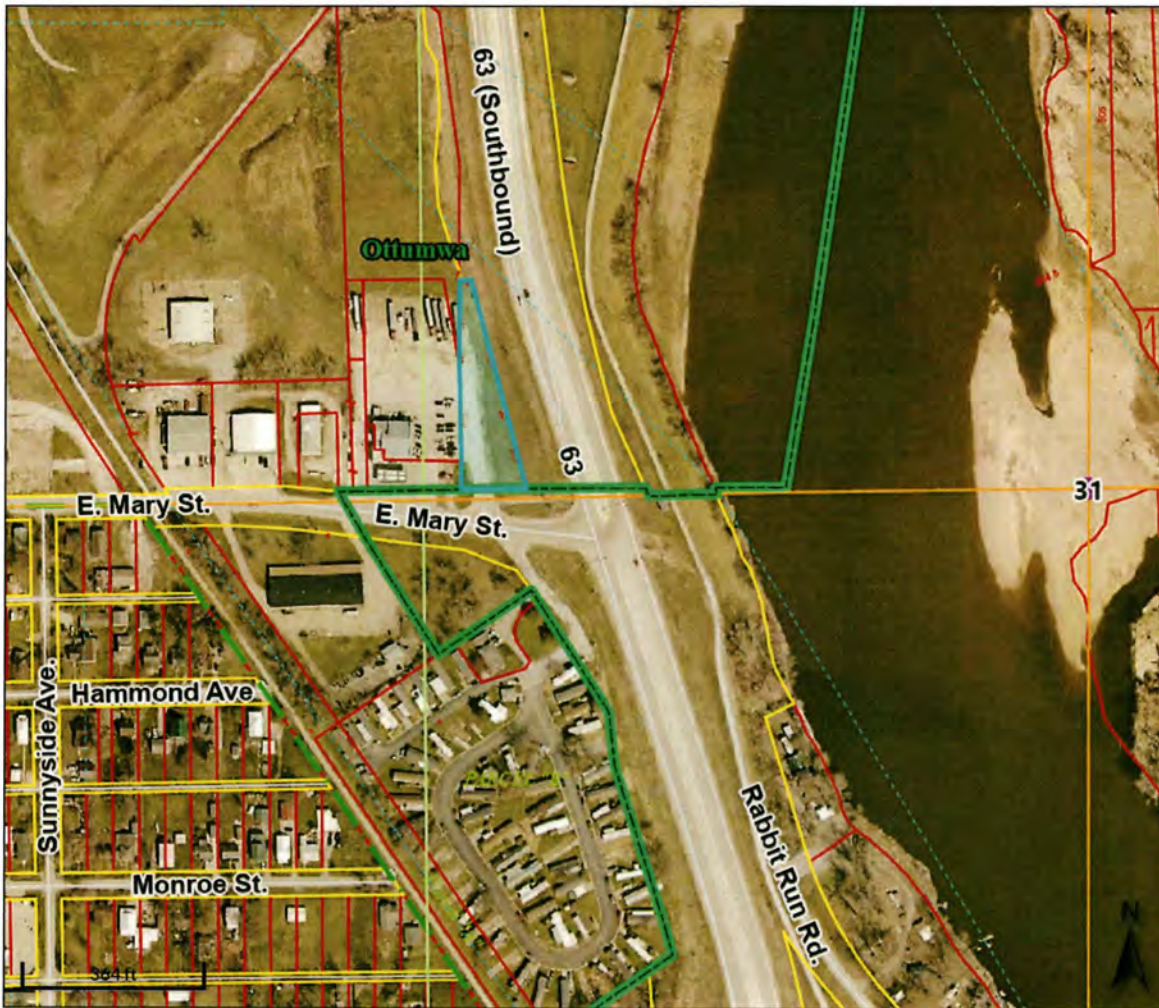
Commencing at the Southwest corner of the Northwest Quarter of said Section 31; thence North 88°54'50" East 1358.76 feet along the South line of said Government Lot 2 and centerline of East Mary Street to the Southwest corner of that tract of land conveyed to the City of Ottumwa by Guardian's Deed recorded 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.

SHEET 2 OF 2

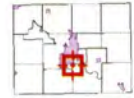
CITY OF OTTUMWA  
PARCEL A OF GOV'T LOT 2 OF  
SEC. 31-72-13  
OTTUMWA, IOWA

DATE: 9-19-24	DRN. BJM	APP.
FLD.BK.	PROJ.NO. 6024270	





#### Overview



#### Legend

-  Easements
-  Lots
- Parcels**
  -  <blank>
  -  <blank>
  -  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

Sec/Twp/Rng 31-72-13

Property Address

District

Brief Tax Description

OTTUMWA CITY/ OTTUMWA SCH

PT A L 8 NW SEC 31-7

2-13

(Note: Not to be used on legal documents)

Alternate ID n/a

Class R

Acreage n/a

Owner Address City Of Ottumwa

105 E Third

Ottumwa, IA 52501

Date created: 10/8/2024

Last Data Uploaded: 10/8/2024 6:18:51 AM

Developed by  **SCHNEIDER**  
GEOSPATIAL

CITY OF OTTUMWA

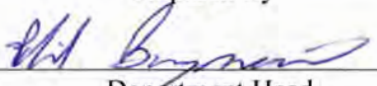
Staff Summary


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

Council Meeting of: October 15, 2024

Engineering  
Department

Phillip Burgmeier  
Prepared By

  
Department Head

  
City Administrator Approval

AGENDA TITLE: Resolution #235-2024. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Blake's Branch Phase 8, Division 3 Sewer Separation Project Ottumwa, Iowa.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #235-2024.

DISCUSSION: This project will separate sanitary and storm sewers in the general area of Center Avenue, Grant Street, and Norris Street, between Jefferson Street, and Morrell Drive. Estimated construction cost is \$14,500,000. Plans and Specs are on file at the City Clerk's Office. A presentation providing an overview of the project will be made for the public hearing.

Estimate: \$14,500,000

Funding: \$16,000,000

Source of Funds: SRF

Budgeted Item: Yes

Budget Amendment Needed: No



STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

NOTICE OF PUBLIC HEARING

(Blake's Branch Sewer Separation, Phase 8, Division 3)

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

September 28, 2024.

WITNESS my official signature at Ottumwa, Iowa, this 7 day of October, 2024.

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

(SEAL)



# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

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

*Phase 8 Division  
City of Ottumwa*

was published in said newspaper for 1 consecutive week's to-wit: 9-28-24

Subscribed and sworn to before me, and in my presence, by the said 28 day of September, 2024

hereto attached



*Traci Counterman*  
Notary Public

In and for Wapello County

Printer's fee \$45.51

C

**NOTICE OF PUBLIC  
HEARING BLAKES  
BRANCH SEWER  
SEPARATION, PHASE 8,  
DIVISION 3 STATE  
REVOLVING FUND  
SRF#CS192097201  
OTTUMWA, IOWA**

ENT

Notice is hereby given that a public hearing will be held by the City of Ottumwa on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the Blakes Branch Sewer Separation, Phase 8, Division 3 project at its meeting at 5:30 P.M. on the 15th day of October, 2024, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa. 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 the Cost for the project.

The Work will include but is not limited to the following improvements:

**BLAKES BRANCH SEWER  
SEPARATION PHASE 8 DIVI-  
SION 3**

Construct Blakes Branch Sewer Separation, Phase 8, Division 3, including all labor, materials, and equipment necessary for approximately 25,500 square yards of portland cement concrete pavement, 1,500 square yards of portland cement concrete driveways, 4,500 square yards of portland cement concrete sidewalk, 1,500 square yards of bituminous seal coat, 8,500 linear feet of 15-inch through 36-inch reinforced concrete pipe storm sewer, 2,300 linear feet of 36-inch sanitary sewer pipe, 3,500 linear feet of 8-inch through 15-inch sanitary sewer pipe, intakes, manholes, 10,500 feet of 6-inch through 8-inch water main pipe, hydrants, valves, copper water service pipe, excavation, back-

## **ITEMS TO INCLUDE ON AGENDA**

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

Public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of the Blake's Branch Sewer Separation, Phase 8, Division 3.

- Resolution adopting plans, specifications, form of contract and estimate of costs.
- Consideration of construction bids.
- Resolution making award of construction contract.

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

October 15, 2024

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in 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:

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

Absent: Doug McAntire

Vacant: \_\_\_\_\_

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as the Blake's Branch Sewer Separation, Phase 8, Division 3, the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered, and the Clerk reported that no written objections thereto had been filed.



Council Member Caviness introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 3", and moved that the same be adopted. Council Member Hoffman seconded the motion to adopt. The roll was called, and the vote was:

AYES: Caviness, Reid, Galloway, Hoffman

Absent: McAntire

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

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 235-2024

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM  
OF CONTRACT AND ESTIMATE OF COST FOR THE  
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8,  
DIVISION 3

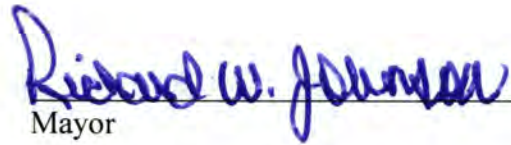
WHEREAS, on the 15 day of October, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Blake's Branch Sewer Separation, Phase 8, Division 3; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 15th day of October, 2024.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

Whereupon, there was received and filed the City Clerk or her designee's report of the bids received on September 25, 2024, at 2:00 P.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the Blake's Branch Sewer Separation, Phase 8, Division 3, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

### Report of Opening of Construction Bids

A public meeting was held at 2:00 P.M., on September 25, 2024, at the Office of the City Clerk at the Temporary City Hall location of Train Depot, 210 West Main, Ottumwa, Iowa, 52501, presided over by the City Clerk of the City of Ottumwa, State of Iowa.

Present were:

Chris Reinhard, City Clerk, City of Ottumwa

Phillip Burgmeier, Director of Public Works, City of Ottumwa

Randy Johnson, Engineer, Veenstra & Kimm, Inc.

Brittany Luchini, Engineer, Veenstra & Kimm, Inc.

The City Clerk thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the Blake's Branch Sewer Separation, Phase 8, Division 3, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

<u>Portzen Construction, Inc.</u>	<u>\$14,707,563.00</u>
<u>CJ Moyna &amp; Sons LLC/Progressive Structures, LLC, JV</u>	<u>\$15,349,506.00</u>
<u>S.M. Hentges &amp; Sons, Inc.</u>	<u>\$15,988,869.00</u>
<u>Absolute Concrete Construction Inc./DBA Absolute Group</u>	<u>\$16,693,315.00</u>

Whereupon the City Clerk declared that all bids have been received and that the City Council will consider and act on the bids at its meeting as provided in the notice to bidders heretofore posted.

  
City Clerk



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

September 27, 2024

Phillip Burgmeier  
Director of Public Works  
City of Ottumwa  
105 E. Third Street  
Ottumwa, Iowa 52501

OTTUMWA, IOWA  
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 3  
LETTER OF RECOMMENDATION

The City of Ottumwa received bids until 2:00 P.M., September 25, 2024, for the Blake's Branch Sewer Separation, Phase 8, Division 3 project. A total of four bids were received. The bids are as follows:

Portzen Construction, Inc.	\$14,707,563.00
C.J. Moyna & Sons, LLC JV Progressive Structures, LLC	\$15,349,506.00
S.M. Hentges & Sons, Inc.	\$15,988,869.00
Absolute Concrete Construction Inc. DBA Absolute Group	\$16,693,315.00

The apparent low bid was submitted by Portzen Construction, Inc. of Dubuque, Iowa in the amount of \$14,707,563. Veenstra & Kimm, Inc. noted two proposals with math errors. C.J. Moyna & Sons, LLC proposal had a math error on the extended price of one bid item resulting in an increase of \$21,240 in their bid total. The second math error was S.M. Hentges & Sons, Inc. proposal with incorrect bid item extended price. The math error did not change S.M. Hentges & Sons, Inc. bid total.

The engineer's estimate of cost for construction of the project was \$14,950,000. The low bid received from Portzen Construction, Inc. was below the engineer's estimate of cost.

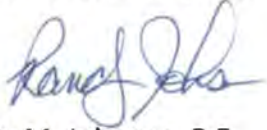
After review of the bids received, Veenstra & Kimm, Inc. would recommend the City of Ottumwa award contract for Blake's Branch Sewer Separation, Phase 8, Division 3 project to Portzen Construction, Inc. in the amount of \$14,707,563.00.

A copy of the Bid Tabulation and Report of Opening of Construction Bids are enclosed with the letter.

Phillip Burgmeier  
September 27, 2024  
Page 2

If you have any questions or comments concerning the project or the bid opening results, please contact the writer at 515-225-8000, or at [rjohnson@v-k.net](mailto:rjohnson@v-k.net).

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read "Randy Johnson", is positioned above the printed name.

Randy M. Johnson, P.E.

RMJ:mmc  
40985  
Enclosure

**BID TABULATION**  
**OTTUMWA, IOWA**  
**BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 3 PROJECT**

1. Construct - Blake's Branch Sewer Separation, Phase 8 Division 3 for the following unit and lump sum prices:			Porten Construction, Inc. 205 Stone Valley Drive Dubuque, Iowa 52003		C.J. Moynia & Sons, LLC IV Progressive Structures, LLC 24412 Highway 13 Elkader, Iowa 52043		S.M. Herntges & Sons, Inc. 650 Quaker Avenue Jordan, Minnesota 55352		Absolute Concrete Construction Inc. DBA Absolute Group 18000 Burn Oak Blvd Granger, Iowa 52049		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	\$ 1,100,000.00	1,100,000.00	\$ 1,450,000.00	1,450,000.00	\$ 854,309.00	854,309.00	\$ 2,520,000.00	2,520,000.00
2	Traffic Control	LS	1	40,000.00	40,000.00	94,000.00	94,000.00	50,000.00	50,000.00	28,240.00	28,240.00
3	Construction Staking	LS	1	91,000.00	91,000.00	120,000.00	120,000.00	100,000.00	100,000.00	82,500.00	82,500.00
4	Maintenance of Solid Waste Collection	LS	1	10,000.00	10,000.00	60,000.00	60,000.00	30,000.00	30,000.00	55,000.00	55,000.00
5	Trench Compaction Testing	LS	1	60,000.00	60,000.00	40,000.00	40,000.00	100,000.00	100,000.00	100,000.00	100,000.00
6	Pavement Samples & Testing	LS	1	65,000.00	65,000.00	32,000.00	32,000.00	45,000.00	45,000.00	25,000.00	25,000.00
7	Clearing and Grubbing	LS	1	55,000.00	55,000.00	98,000.00	98,000.00	300,000.00	300,000.00	81,000.00	81,000.00
8	Fence Removal and Replacement	LF	430	85.00	36,550.00	46.00	19,780.00	70.00	30,100.00	15.00	19,350.00
9	Excavation, Class 10	CY	10,900	21.00	228,900.00	63.00	686,700.00	30.00	327,000.00	35.00	381,500.00
10	Rock Excavation	CY	1,550	135.00	209,250.00	115.00	178,250.00	30.00	46,500.00	240.00	372,000.00
11	Off-Site Borrow Material	CY	500	45.00	22,500.00	90.00	45,000.00	20.00	10,000.00	35.00	17,500.00
12	Stabilization Material	TON	500	70.00	35,000.00	70.00	35,000.00	50.00	25,000.00	32.00	16,000.00
13	Subgrade Preparation	SY	27,700	4.00	110,800.00	15.00	415,500.00	4.50	124,650.00	5.25	145,425.00
14	Modified Subbase, 6"	SY	27,700	12.50	346,250.00	18.50	512,450.00	17.00	470,900.00	9.75	270,075.00
15	Granular Surfacing, 6"	TON	1,550	40.00	62,000.00	40.00	62,000.00	55.00	85,250.00	32.00	49,600.00
16	Pavement Removal	SY	27,600	11.00	303,600.00	21.00	579,600.00	13.00	359,100.00	8.10	223,810.00
17	Sidewalks and Driveways Removal/Disposal	SY	5,600	12.00	67,200.00	19.00	106,400.00	18.00	100,800.00	10.75	60,200.00
18	HMA Patching	SY	350	340.00	119,000.00	260.00	91,000.00	80.00	28,000.00	218.00	76,300.00
19	Pavement, PCC, 8", Integral Curb	SY	25,500	86.00	2,193,000.00	75.00	1,912,500.00	95.00	2,422,500.00	89.50	2,282,250.00
20	PCC Driveway, 6", Type A	SY	1,300	82.00	106,600.00	84.00	109,200.00	100.00	130,000.00	105.00	136,500.00
21	Sidewalk, PCC, 4"	SY	4,300	78.00	335,400.00	80.00	344,000.00	100.00	430,000.00	90.00	387,000.00
22	Detachable Warning Panels	SF	600	65.00	39,000.00	70.00	42,000.00	70.00	42,000.00	75.00	45,000.00
23	Combined Concrete Sidewalk and Retaining Wall	LF	145	450.00	65,250.00	2,000.00	290,000.00	340.00	49,300.00	300.00	43,500.00
24	Bituminous Seal Coat Surface	SY	1,450	32.00	46,400.00	30.00	43,500.00	15.00	21,750.00	29.00	42,050.00
25	Full Depth Patch, PCC, 10"	SY	800	135.00	108,000.00	190.00	152,000.00	310.00	248,000.00	250.00	200,000.00
26	Pipe Removal, 6" - 36"	LF	9,300	32.00	297,600.00	22.00	204,600.00	25.00	232,500.00	25.00	232,500.00
27	Sewer Abandonment, Box, Fill and Plug	CY	420	245.00	102,900.00	242.00	101,640.00	300.00	126,000.00	385.00	161,700.00
28	Abandonment of Existing Manhole	EA	1	1,100.00	1,100.00	1,850.00	1,850.00	2,500.00	2,500.00	5,400.00	5,400.00
29	Remove Manhole	EA	34	1,500.00	51,000.00	560.00	19,040.00	2,500.00	85,000.00	1,000.00	34,000.00
30	Remove Intake Structure	EA	80	850.00	68,000.00	560.00	44,800.00	1,750.00	140,000.00	1,000.00	80,000.00
31	Storm Sewer, 8", PVC, Trenched	LF	40	137.00	5,480.00	87.00	3,480.00	100.00	4,000.00	90.00	3,600.00
32	Storm Sewer, 12" Class 5 RCP, Trenched	LF	174	120.00	20,880.00	94.00	16,356.00	100.00	17,400.00	100.00	17,400.00
33	Storm Sewer, 15" Class 5 RCP, Trenched	LF	4,830	110.00	531,300.00	103.00	497,490.00	80.00	386,400.00	115.00	555,450.00
34	Storm Sewer, 18" Class 5 RCP, Trenched	LF	200	140.00	28,000.00	118.00	23,600.00	105.00	21,000.00	140.00	28,000.00
35	Storm Sewer, 24" Class 4 RCP, Trenched	LF	2,272	160.00	363,520.00	142.00	323,524.00	105.00	238,310.00	170.00	386,240.00
36	Storm Sewer, 30" Class 4 RCP, Trenched	LF	380	240.00	91,200.00	100.00	38,000.00	140.00	53,200.00	215.00	81,700.00
37	Storm Sewer, 36" Class 4 RCP, Trenched	LF	720	300.00	216,000.00	230.00	165,600.00	185.00	133,200.00	270.00	194,400.00
38	Storm Sewer, Connect Pipe at Existing Brick Box	EA	10	3,600.00	36,000.00	3,200.00	32,000.00	15,000.00	150,000.00	13,500.00	135,000.00
39	Storm Sewer Manhole SW-401, 48" Dia	EA	11	4,900.00	53,900.00	5,600.00	61,600.00	8,000.00	88,000.00	5,700.00	62,700.00
40	Storm Sewer Manhole SW-401, 60" Dia	EA	6	7,800.00	46,800.00	6,700.00	40,200.00	10,000.00	60,000.00	8,600.00	51,600.00
41	Storm Sewer Manhole SW-401, 72" Dia	EA	3	13,500.00	40,500.00	6,800.00	20,400.00	12,500.00	37,500.00	12,300.00	36,900.00
42	Storm Sewer Manhole SW-401, 84" Dia	EA	1	19,500.00	19,500.00	17,500.00	17,500.00	17,500.00	17,500.00	16,300.00	16,300.00
43	Storm Sewer Manhole SW-405, 48" Dia	EA	1	4,900.00	4,900.00	7,300.00	7,300.00	8,000.00	8,000.00	10,500.00	10,500.00
44	Storm Sewer Intake, SW-501	EA	70	3,600.00	252,000.00	5,100.00	357,000.00	10,000.00	700,000.00	4,500.00	315,000.00
45	Storm Sewer Intake, SW-503	EA	6	6,800.00	40,800.00	8,000.00	48,000.00	10,000.00	60,000.00	9,600.00	57,600.00
46	Storm Sewer Intake, SW-505	EA	11	7,600.00	83,600.00	6,800.00	74,800.00	14,500.00	159,500.00	6,700.00	73,700.00
47	Storm Sewer Intake, SW-506	EA	3	8,100.00	24,300.00	13,500.00	40,500.00	20,000.00	60,000.00	12,000.00	36,000.00
48	Storm Sewer Intake, SW-511	EA	3	3,700.00	11,100.00	6,000.00	18,000.00	6,000.00	18,000.00	4,900.00	14,700.00
49	Storm Sewer Intake, SW-512	EA	3	2,900.00	8,700.00	3,000.00	9,000.00	9,000.00	27,000.00	7,600.00	22,800.00
50	Storm Sewer Intake, SW-513, 36"x36" I.D.	EA	4	4,500.00	18,000.00	6,800.00	27,200.00	7,500.00	30,000.00	6,700.00	26,800.00
51	Storm Sewer Subdrain, 6"	EA	15,700	21.00	329,700.00	18.00	282,600.00	20.00	314,000.00	22.00	345,400.00
52	Storm Sewer Subdrain Outlets	EA	96	325.00	31,200.00	265.00	25,440.00	275.00	26,400.00	950.00	91,200.00
53	Storm Sewer Subdrain Cleanouts	EA	60	1,300.00	78,000.00	640.00	38,400.00	500.00	30,000.00	1,250.00	75,000.00
54	Sanitary Sewer Gravity Main, 8", Trenched	LF	2,580	160.00	412,800.00	98.00	252,840.00	165.00	425,700.00	180.00	464,400.00
55	Sanitary Sewer Gravity Main, 10", Trenched	LF	230	175.00	40,250.00	105.00	24,150.00	205.00	47,150.00	200.00	46,000.00
56	Sanitary Sewer Gravity Main, 12", Trenched	LF	390	196.00	76,440.00	122.00	47,580.00	225.00	87,750.00	215.00	83,850.00
57	Sanitary Sewer Gravity Main, 15", Trenched	LF	340	252.00	85,680.00	132.00	44,880.00	250.00	85,000.00	265.00	90,100.00
58	Sanitary Sewer Gravity Main, 36", Trenched	LF	1,900	665.00	1,263,500.00	455.00	864,500.00	725.00	1,377,500.00	535.00	1,016,500.00
59	Sanitary Sewer Gravity Main, 36", Trenchless in Casing Pipe	LF	275	5,150.00	1,416,250.00	6,070.00	1,669,250.00	5,800.00	1,595,000.00	6,000.00	1,650,000.00
60	Sanitary Sewer Manhole, Type SW-301, 48" Dia	EA	32	8,800.00	281,600.00	10,000.00	320,000.00	9,000.00	288,000.00	6,200.00	198,400.00
61	Sanitary Sewer Manhole, Type SW-301, 60" Dia	EA	4	26,000.00	104,000.00	14,000.00	56,000.00	25,000.00	100,000.00	21,000.00	84,000.00
62	Sanitary Sewer Manhole, Type SW-301, 72" Dia	EA	8	32,500.00	260,000.00	27,000.00	216,000.00	32,000.00	256,000.00	23,200.00	185,600.00
63	Sanitary Sewer Manhole, Type SW-301, 84" Dia	EA	1	38,000.00	38,000.00	34,000.00	34,000.00	36,000.00	36,000.00	37,500.00	37,500.00
64	Sanitary Sewer Manhole, Type SW-301, 96" Dia	EA	1	48,000.00	48,000.00	48,000.00	48,000.00	65,000.00	65,000.00	68,500.00	68,500.00
65	Sanitary Sewer, 8" External Drop Connection	EA	7	9,600.00	67,200.00	9,300.00	65,100.00	7,500.00	52,500.00	17,300.00	86,100.00
66	Sanitary Sewer, 10" External Drop Connection	EA	1	12,500.00	12,500.00	12,500.00	12,500.00	10,000.00	10,000.00	16,400.00	16,400.00
67	Sanitary Sewer, 15" External Drop Connection	EA	1	23,000.00	23,000.00	19,500.00	19,500.00	18,500.00	18,500.00	26,800.00	26,800.00
68	Sanitary Sewer Service Stub, 6" Trenched	LF	800	151.00	120,800.00	58.00	46,400.00	175.00	140,000.00	100.00	80,000.00
69	Sanitary Sewer Service Connection	EA	28	1,350.00	37,800.00	2,000.00	56,000.00	2,000.00	56,000.00	1,700.00	47,600.00
70	Water Main Abandonment, Cap	EA	6	2,600.00	15,600.00	2,500.00	15,000.00	2,500.00	15,000.00	3,300.00	19,800.00
71	Water Main, 6" PVC, Trenched	LF	5,200	1,200.00	6,240,000.00	1,900.00	9,880,000.00	1,500.00	7,800,000.00	1,700.00	8,840,000.00
72	Water Main, 8" PVC, Trenched	LF	2,800	99.00	277,200.00	82.00	231,600.00	60.00	168,000.00	75.00	210,000.00
73	Water Main, 6", DIP, Trenched	LF	272	129.00	35,088.00	108.00	29,376.00	100.00	27,200.00	100.00	27,200.00
74	Water Main Fittings, 6" to 8"	EA	66	825.00	54,450.00	845.00	55,770.00	1,250.00	83,000.00	1,600.00	105,600.00
75	Water Main, 6" Gate Valve	EA	33	2,100.00	69,300.00	2,300.00	75,900.00	2,800.00	92,400.00	2,500.00	82,500.00
76	Water Main, 8" Gate Valve	EA	9	4,100.00	36,900.00	2,900.00	26,100.00	3,500.00	31,500.00	3,300.00	29,700.00
77	Water Main, Tapping Valve Assembly, 6"	EA	3	7,600.00	22,800.00	7,800.00	23,400.00	7,500.00	22,500.00	9,200.00	27,600.00
78	Water Main, Tapping Valve Assembly, 8"	EA	1	9,500.00	9,500.00	8,000.00	8,000.00	10,500.00	10,500.00	9,400.00	9,400.00
79	Water Main, Hydrant Removal	EA	8	1,300.00	10,400.00	2,000.00	16,000.00	1,500.00	12,000.00	3,400.00	27,200.00
80	Water Main, Hydrant Assembly	EA	14	8,800.00	123,200.00	8,600.00	120,400.00	10,000.00	140,000.00	9,500.00	133,000.00
81	Water Main Reconstructions	EA	16	3,700.00	59,200.00	2,750.00	44,000.00	7,500.00	120,000.00	2,700.00	43



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
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515.225.8000 // 800.241.8000  
[www.v-k.net](http://www.v-k.net)

**PLAN HOLDERS FOR:**

Last Update: September 23, 2024

Ottumwa, Iowa

Blake's Branch Sewer Separation, Phase 8, Division 3

Engineer's Estimate: \$14,900,000

Bids Received: 2:00 P.M., Wednesday, September 25, 2024

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RAMMS Construction, LLC  
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Council Member Hoffman introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 3", and moved:

- ☒ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at \_\_\_\_\_ .M. on \_\_\_\_\_, 2024, at this place.

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

AYES: Caviness, Reid, Galloway, Hoffman

Absent: McAntire

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

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 236-2024

RESOLUTION MAKING AWARD OF CONSTRUCTION  
CONTRACT FOR THE BLAKE'S BRANCH SEWER  
SEPARATION, PHASE 8, DIVISION 3

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Blake's Branch Sewer Separation, Phase 8, Division 3, described in the plans and specifications heretofore adopted by this Council on October 15, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Portzen Construction, Inc. of Dubuque, IA

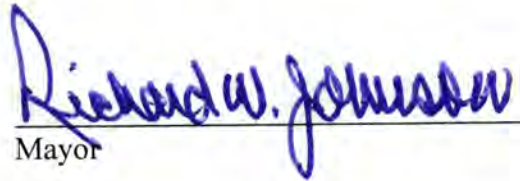
Amount of bid: \$14,707,563.00

Portion of project: All construction work




Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 15th 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 City hereto affixed this 15 day of October, 2024.

*Christina Reinhard*

City Clerk, City of Ottumwa, State of Iowa

(SEAL)



Item No. F.-4.-D

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: October 15, 2024

Phillip Burgmeier

Prepared By

  
Department Head

Engineering  
Department

  
City Administrator Approval

AGENDA TITLE: Resolution #236-2024. Awarding the contract for the Blake's Branch Phase 8, Division 3 Sewer Separation Project Ottumwa, Iowa.

\*\*\*\*\*

☐

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

☐

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

RECOMMENDATION: Pass and adopt Resolution #236-2024.

DISCUSSION: This project will separate sanitary and storm sewers in the general area of Center Avenue, Grant Street, and Norris Street, between Jefferson Street, and Morrell Drive.

Fifty-one (51) contractors took out plans. Bids were received and opened by the City of Ottumwa on September 25, 2024 at 2:00 p.m. Four (4) bids were received. The lowest responsible bidder is Portzen Construction of Dubuque, Iowa in the amount of \$14,707,563.00.

Bid Tab, Letter of Recommendation, and Plan Holders List are attached.

Estimate: \$14,500,000

Funding: \$16,000,000

Source of Funds: SRF

Budgeted Item: Yes

Budget Amendment Needed: No

Whereupon, there was received and filed the City Clerk or her designee's report of the bids received on September 25, 2024, at 2:00 P.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the Blake's Branch Sewer Separation, Phase 8, Division 3, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)



### Report of Opening of Construction Bids

A public meeting was held at 2:00 P.M., on September 25, 2024, at the Office of the City Clerk at the Temporary City Hall location of Train Depot, 210 West Main, Ottumwa, Iowa, 52501, presided over by the City Clerk of the City of Ottumwa, State of Iowa.

Present were:

Chris Reinhard, City Clerk, City of Ottumwa

Phillip Burgmeier, Director of Public Works, City of Ottumwa

Randy Johnson, Engineer, Veenstra & Kimm, Inc.

Brittany Luchini, Engineer, Veenstra & Kimm, Inc.

The City Clerk thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the Blake's Branch Sewer Separation, Phase 8, Division 3, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

<u>Portzen Construction, Inc.</u>	<u>\$14,707,563.00</u>
<u>CJ Moyna &amp; Sons LLC/Progressive Structures, LLC, JV</u>	<u>\$15,349,506.00</u>
<u>S.M. Hentges &amp; Sons, Inc.</u>	<u>\$15,988,869.00</u>
<u>Absolute Concrete Construction Inc./DBA Absolute Group</u>	<u>\$16,693,315.00</u>

Whereupon the City Clerk declared that all bids have been received and that the City Council will consider and act on the bids at its meeting as provided in the notice to bidders heretofore posted.

  
City Clerk

**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

September 27, 2024

Phillip Burgmeier  
Director of Public Works  
City of Ottumwa  
105 E. Third Street  
Ottumwa, Iowa 52501

OTTUMWA, IOWA  
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 3  
LETTER OF RECOMMENDATION

The City of Ottumwa received bids until 2:00 P.M., September 25, 2024, for the Blake's Branch Sewer Separation, Phase 8, Division 3 project. A total of four bids were received. The bids are as follows:

Portzen Construction, Inc.	\$14,707,563.00
C.J. Moyna & Sons, LLC JV Progressive Structures, LLC	\$15,349,506.00
S.M. Hentges & Sons, Inc.	\$15,988,869.00
Absolute Concrete Construction Inc. DBA Absolute Group	\$16,693,315.00

The apparent low bid was submitted by Portzen Construction, Inc. of Dubuque, Iowa in the amount of \$14,707,563. Veenstra & Kimm, Inc. noted two proposals with math errors. C.J. Moyna & Sons, LLC proposal had a math error on the extended price of one bid item resulting in an increase of \$21,240 in their bid total. The second math error was S.M. Hentges & Sons, Inc. proposal with incorrect bid item extended price. The math error did not change S.M. Hentges & Sons, Inc. bid total.

The engineer's estimate of cost for construction of the project was \$14,950,000. The low bid received from Portzen Construction, Inc. was below the engineer's estimate of cost.

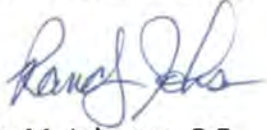
After review of the bids received, Veenstra & Kimm, Inc. would recommend the City of Ottumwa award contract for Blake's Branch Sewer Separation, Phase 8, Division 3 project to Portzen Construction, Inc. in the amount of \$14,707,563.00.

A copy of the Bid Tabulation and Report of Opening of Construction Bids are enclosed with the letter.

Phillip Burgmeier  
September 27, 2024  
Page 2

If you have any questions or comments concerning the project or the bid opening results, please contact the writer at 515-225-8000, or at [rjohnson@v-k.net](mailto:rjohnson@v-k.net).

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read "Randy Johnson", is positioned above the printed name.

Randy M. Johnson, P.E.

RMJ:mmc  
40985  
Enclosure



**BID TABULATION**  
**OTTUMWA, IOWA**  
**BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 3 PROJECT**

1. Construct - Blake's Branch Sewer Separation, Phase 8 Division 3 for the following unit and lump sum prices:			Porten Construction, Inc. 205 Stone Valley Drive Dubuque, Iowa 52003		C.J. Moynia & Sons, LLC IV Progressive Structures, LLC 24412 Highway 13 Elkader, Iowa 52043		S.M. Herntges & Sons, Inc. 650 Quaker Avenue Jordan, Minnesota 55352		Absolute Concrete Construction Inc. DBA Absolute Group 18000 Burn Oak Blvd Granger, Iowa 52049		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	\$ 1,100,000.00	1,100,000.00	\$ 1,450,000.00	1,450,000.00	\$ 854,309.00	854,309.00	\$ 2,520,000.00	2,520,000.00
2	Traffic Control	LS	1	40,000.00	40,000.00	94,000.00	94,000.00	50,000.00	50,000.00	28,240.00	28,240.00
3	Construction Staking	LS	1	91,000.00	91,000.00	120,000.00	120,000.00	100,000.00	100,000.00	82,500.00	82,500.00
4	Maintenance of Solid Waste Collection	LS	1	10,000.00	10,000.00	60,000.00	60,000.00	30,000.00	30,000.00	55,000.00	55,000.00
5	Trench Compaction Testing	LS	1	60,000.00	60,000.00	40,000.00	40,000.00	100,000.00	100,000.00	100,000.00	100,000.00
6	Pavement Samples & Testing	LS	1	65,000.00	65,000.00	32,000.00	32,000.00	45,000.00	45,000.00	25,000.00	25,000.00
7	Clearing and Grubbing	LS	1	55,000.00	55,000.00	98,000.00	98,000.00	300,000.00	300,000.00	81,000.00	81,000.00
8	Fence Removal and Replacement	LF	430	85.00	36,550.00	46.00	19,780.00	70.00	30,100.00	15.00	19,350.00
9	Excavation, Class 10	CY	10,900	21.00	228,900.00	63.00	686,700.00	30.00	327,000.00	35.00	381,500.00
10	Rock Excavation	CY	1,550	135.00	209,250.00	115.00	178,250.00	30.00	46,500.00	240.00	372,000.00
11	Off-Site Borrow Material	CY	500	45.00	22,500.00	90.00	45,000.00	20.00	10,000.00	35.00	17,500.00
12	Stabilization Material	TON	500	70.00	35,000.00	70.00	35,000.00	50.00	25,000.00	32.00	16,000.00
13	Subgrade Preparation	SY	27,700	4.00	110,800.00	15.00	415,500.00	4.50	124,650.00	5.25	145,425.00
14	Modified Subbase, 6"	SY	27,700	12.50	346,250.00	18.50	512,450.00	17.00	470,900.00	9.75	270,075.00
15	Granular Surfacing, 6"	TON	1,550	40.00	62,000.00	40.00	62,000.00	55.00	85,250.00	32.00	49,600.00
16	Pavement Removal	SY	27,600	11.00	303,600.00	21.00	579,600.00	13.00	359,100.00	8.10	223,610.00
17	Sidewalks and Driveways Removal/Disposal	SY	5,600	12.00	67,200.00	19.00	106,400.00	18.00	100,800.00	10.75	60,200.00
18	HMA Patching	SY	350	340.00	119,000.00	260.00	91,000.00	80.00	28,000.00	218.00	76,300.00
19	Pavement, PCC, 8", Integral Curb	SY	25,500	86.00	2,193,000.00	75.00	1,912,500.00	95.00	2,422,500.00	89.50	2,282,250.00
20	PCC Driveway, 6", Type A	SY	1,300	82.00	106,600.00	84.00	109,200.00	100.00	130,000.00	105.00	136,500.00
21	Sidewalk, PCC, 4"	SY	4,300	78.00	335,400.00	80.00	344,000.00	100.00	430,000.00	90.00	387,000.00
22	Detachable Warning Panels	SF	600	65.00	39,000.00	70.00	42,000.00	70.00	42,000.00	75.00	45,000.00
23	Combined Concrete Sidewalk and Retaining Wall	LF	145	450.00	65,250.00	2,000.00	290,000.00	340.00	49,300.00	300.00	43,500.00
24	Bituminous Seal Coat Surface	SY	1,450	32.00	46,400.00	30.00	43,500.00	15.00	21,750.00	29.00	42,050.00
25	Full Depth Patch, PCC, 10"	SY	800	135.00	108,000.00	190.00	152,000.00	310.00	248,000.00	250.00	200,000.00
26	Pipe Removal, 6" - 36"	LF	9,300	32.00	297,600.00	22.00	204,600.00	25.00	232,500.00	25.00	232,500.00
27	Sewer Abandonment, Box, Fill and Plug	CY	420	245.00	102,900.00	242.00	101,640.00	300.00	126,000.00	385.00	161,700.00
28	Abandonment of Existing Manhole	EA	1	1,100.00	1,100.00	1,850.00	1,850.00	2,500.00	2,500.00	5,400.00	5,400.00
29	Remove Manhole	EA	34	1,500.00	51,000.00	560.00	19,040.00	2,500.00	85,000.00	1,000.00	34,000.00
30	Remove Intake Structure	EA	80	850.00	68,000.00	560.00	44,800.00	1,750.00	140,000.00	1,000.00	80,000.00
31	Storm Sewer, 8", PVC, Trenched	LF	40	137.00	5,480.00	87.00	3,480.00	100.00	4,000.00	90.00	3,600.00
32	Storm Sewer, 12" Class 5 RCP, Trenched	LF	174	120.00	20,880.00	94.00	16,356.00	100.00	17,400.00	100.00	17,400.00
33	Storm Sewer, 15" Class 5 RCP, Trenched	LF	4,830	110.00	531,300.00	103.00	497,490.00	80.00	386,400.00	115.00	555,450.00
34	Storm Sewer, 18" Class 5 RCP, Trenched	LF	200	140.00	28,000.00	118.00	23,600.00	105.00	21,000.00	140.00	28,000.00
35	Storm Sewer, 24" Class 4 RCP, Trenched	LF	2,272	160.00	363,520.00	142.00	323,524.00	105.00	238,310.00	170.00	386,240.00
36	Storm Sewer, 30" Class 4 RCP, Trenched	LF	380	240.00	91,200.00	100.00	38,000.00	140.00	53,200.00	215.00	81,700.00
37	Storm Sewer, 36" Class 4 RCP, Trenched	LF	720	300.00	216,000.00	230.00	165,600.00	185.00	133,200.00	270.00	194,400.00
38	Storm Sewer, Connect Pipe at Existing Brick Box	EA	10	3,600.00	36,000.00	3,200.00	32,000.00	15,000.00	150,000.00	13,500.00	135,000.00
39	Storm Sewer Manhole SW-401, 48" Dia	EA	11	4,900.00	53,900.00	5,600.00	61,600.00	8,000.00	88,000.00	5,700.00	62,700.00
40	Storm Sewer Manhole SW-401, 60" Dia	EA	6	7,800.00	46,800.00	6,700.00	40,200.00	10,000.00	60,000.00	8,600.00	51,600.00
41	Storm Sewer Manhole SW-401, 72" Dia	EA	3	13,500.00	40,500.00	6,800.00	20,400.00	12,500.00	37,500.00	12,300.00	36,900.00
42	Storm Sewer Manhole SW-401, 84" Dia	EA	1	19,500.00	19,500.00	17,500.00	17,500.00	17,500.00	17,500.00	16,300.00	16,300.00
43	Storm Sewer Manhole SW-405, 48" Dia	EA	1	4,900.00	4,900.00	7,300.00	7,300.00	8,000.00	8,000.00	10,500.00	10,500.00
44	Storm Sewer Intake, SW-501	EA	70	3,600.00	252,000.00	5,100.00	357,000.00	10,000.00	700,000.00	4,500.00	315,000.00
45	Storm Sewer Intake, SW-503	EA	6	6,800.00	40,800.00	8,000.00	48,000.00	10,000.00	60,000.00	9,600.00	57,600.00
46	Storm Sewer Intake, SW-505	EA	11	7,600.00	83,600.00	6,800.00	74,800.00	14,500.00	159,500.00	6,700.00	73,700.00
47	Storm Sewer Intake, SW-506	EA	3	8,100.00	24,300.00	13,500.00	40,500.00	20,000.00	60,000.00	12,000.00	36,000.00
48	Storm Sewer Intake, SW-511	EA	3	3,700.00	11,100.00	6,000.00	18,000.00	6,000.00	18,000.00	4,900.00	14,700.00
49	Storm Sewer Intake, SW-512	EA	3	2,900.00	8,700.00	3,000.00	9,000.00	9,000.00	27,000.00	7,600.00	22,800.00
50	Storm Sewer Intake, SW-513, 36"x36" I.D.	EA	4	4,500.00	18,000.00	6,800.00	27,200.00	7,500.00	30,000.00	6,700.00	26,800.00
51	Storm Sewer Subdrain, 6"	EA	15,700	21.00	329,700.00	18.00	282,600.00	20.00	314,000.00	22.00	345,400.00
52	Storm Sewer Subdrain Outlets	EA	96	325.00	31,200.00	265.00	25,440.00	275.00	26,400.00	950.00	91,200.00
53	Storm Sewer Subdrain Cleanouts	EA	60	1,300.00	78,000.00	640.00	38,400.00	500.00	30,000.00	1,250.00	75,000.00
54	Sanitary Sewer Gravity Main, 8", Trenched	LF	2,580	160.00	412,800.00	98.00	252,840.00	165.00	425,700.00	180.00	464,400.00
55	Sanitary Sewer Gravity Main, 10", Trenched	LF	230	175.00	40,250.00	105.00	24,150.00	205.00	47,150.00	200.00	46,000.00
56	Sanitary Sewer Gravity Main, 12", Trenched	LF	390	196.00	76,440.00	122.00	47,580.00	225.00	87,750.00	215.00	83,850.00
57	Sanitary Sewer Gravity Main, 15", Trenched	LF	340	252.00	85,680.00	132.00	44,880.00	250.00	85,000.00	265.00	90,100.00
58	Sanitary Sewer Gravity Main, 36", Trenched	LF	1,900	665.00	1,263,500.00	455.00	864,500.00	725.00	1,377,500.00	535.00	1,016,500.00
59	Sanitary Sewer Gravity Main, 36", Trenchless in Casing Pipe	LF	275	5,150.00	1,416,250.00	6,070.00	1,669,250.00	5,800.00	1,595,000.00	6,000.00	1,650,000.00
60	Sanitary Sewer Manhole, Type SW-301, 48" Dia	EA	32	8,800.00	281,600.00	10,000.00	320,000.00	9,000.00	288,000.00	6,200.00	198,400.00
61	Sanitary Sewer Manhole, Type SW-301, 60" Dia	EA	4	26,000.00	104,000.00	14,000.00	56,000.00	25,000.00	100,000.00	21,000.00	84,000.00
62	Sanitary Sewer Manhole, Type SW-301, 72" Dia	EA	8	32,500.00	260,000.00	27,000.00	216,000.00	32,000.00	256,000.00	23,200.00	185,600.00
63	Sanitary Sewer Manhole, Type SW-301, 84" Dia	EA	1	38,000.00	38,000.00	34,000.00	34,000.00	36,000.00	36,000.00	37,500.00	37,500.00
64	Sanitary Sewer Manhole, Type SW-301, 96" Dia	EA	1	48,000.00	48,000.00	48,000.00	48,000.00	65,000.00	65,000.00	68,500.00	68,500.00
65	Sanitary Sewer, 8" External Drop Connection	EA	7	9,600.00	67,200.00	9,300.00	65,100.00	7,500.00	52,500.00	17,300.00	86,100.00
66	Sanitary Sewer, 10" External Drop Connection	EA	1	12,500.00	12,500.00	12,500.00	12,500.00	10,000.00	10,000.00	16,400.00	16,400.00
67	Sanitary Sewer, 15" External Drop Connection	EA	1	23,000.00	23,000.00	19,500.00	19,500.00	18,500.00	18,500.00	26,800.00	26,800.00
68	Sanitary Sewer Service Stub, 6" Trenched	LF	800	151.00	120,800.00	58.00	46,400.00	175.00	140,000.00	100.00	80,000.00
69	Sanitary Sewer Service Connection	EA	28	1,350.00	37,800.00	2,000.00	56,000.00	2,000.00	56,000.00	1,700.00	47,600.00
70	Water Main Abandonment, Cap	EA	6	2,600.00	15,600.00	2,500.00	15,000.00	2,500.00	15,000.00	3,300.00	19,800.00
71	Water Main, 6" PVC, Trenched	LF	5,200	1,200.00	6,240,000.00	1,900.00	9,880,000.00	1,500.00	7,800,000.00	1,700.00	8,840,000.00
72	Water Main, 8" PVC, Trenched	LF	2,800	99.00	277,200.00	82.00	231,600.00	60.00	168,000.00	75.00	210,000.00
73	Water Main, 6", DIP, Trenched	LF	272	129.00	35,088.00	108.00	29,376.00	100.00	27,200.00	100.00	27,200.00
74	Water Main Fittings, 6" to 8"	EA	66	825.00	54,450.00	845.00	55,770.00	1,250.00	82,500.00	1,600.00	105,600.00
75	Water Main, 6" Gate Valve	EA	33	2,100.00	69,300.00	2,300.00	75,900.00	2,800.00	92,400.00	2,500.00	82,500.00
76	Water Main, 8" Gate Valve	EA	9	4,100.00	36,900.00	2,900.00	26,100.00	3,500.00	31,500.00	3,300.00	29,700.00
77	Water Main, Tapping Valve Assembly, 6"	EA	3	7,600.00	22,800.00	7,800.00	23,400.00	7,500.00	22,500.00	9,200.00	27,600.00
78	Water Main, Tapping Valve Assembly, 8"	EA	1	9,500.00	9,500.00	8,000.00	8,000.00	10,500.00	10,500.00	9,400.00	9,400.00
79	Water Main, Hydrant Removal	EA	8	1,300.00	10,400.00	2,000.00	16,000.00	1,500.00	12,000.00	3,400.00	27,200.00
80	Water Main, Hydrant Assembly	EA	14	8,800.00	123,200.00	8,600.00	120,400.00	10,000.00	140,000.00	9,500.00	133,000.00
81	Water Main Reconstructions	EA	16	3,700.00	59,200.00	2,750.00	44,000.00	7,500.00	120,000.00	2,700.00	43





## VEENSTRA & KIMM INC.

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
[www.v-k.net](http://www.v-k.net)

### PLAN HOLDERS FOR:

Ottumwa, Iowa

Blake's Branch Sewer Separation, Phase 8, Division 3

Last Update: September 23, 2024

Engineer's Estimate: \$14,900,000

Bids Received: 2:00 P.M., Wednesday, September 25, 2024

### CONTRACTORS

Logan Contractors Supply, Inc  
4101 106<sup>th</sup> St  
Des Moines, IA 50322  
515-253-9048  
[conner@logancontractors.com](mailto:conner@logancontractors.com)

McAninch Corp.  
100 E Grand Suite 350  
Des Moines, IA 50309  
515-267-2567  
[ckinzie@mcaninchcorp.com](mailto:ckinzie@mcaninchcorp.com)

Synergy Contracting LLC  
7481 US-69  
Des Moines, IA 50320  
515-724-4889  
[mrogers@synergycontracting.net](mailto:mrogers@synergycontracting.net)

Langman Construction, Inc.  
220 34th Avenue  
Rock Island, IL 61201  
309-786-8944 Phone  
309-786-2107 Fax  
[brian@langmanco.com](mailto:brian@langmanco.com)

Summers' Enterprise Inc.  
1776 Buchanan-Delaware Ave.  
Masonville, IA 50654  
319-521-8175 Phone  
563-924-3115 Phone  
[tnasummers@yousq.net](mailto:tnasummers@yousq.net)

Deltek  
2291 Wood Oak Drive  
Herndon, VA 20171  
PH: 2063739500  
[sourcemanagement@deltek.com](mailto:sourcemanagement@deltek.com)

County Materials  
270 Izaak Walton Rd  
Iowa City, IA 52246  
319-358-6960 Phone  
[tara.odonnell@countymaterials.com](mailto:tara.odonnell@countymaterials.com)

S.M. Hentges & Sons  
6500 Quaker Avenue  
Jordan, MN 55352  
952-237-0338  
[Shannon.russ@smhentges.com](mailto:Shannon.russ@smhentges.com)  
[John.klein@smhentges.com](mailto:John.klein@smhentges.com)

Portzen Construction  
205 Stone Valley Dr.  
Dubuque, IA 52003  
563-557-7642  
[kmcauliffe@pci-dbg.com](mailto:kmcauliffe@pci-dbg.com)

CornerStone Excavating, Inc  
1320 W Main St  
P.O. Box 928  
Washington, IA 52353  
319-653-3957  
[office@cstoneinc.com](mailto:office@cstoneinc.com)

Rognes Corporation  
1609 N Ankeny Blvd  
Suite 210  
Ankeny, IA 50023  
515-965-0030 Phone  
515-965-0998 Fax  
[jose@rognescorp.com](mailto:jose@rognescorp.com)

Iowa Trenchless  
222 SE 12th Street  
Panora, IA 50216  
641-755-4692 Phone  
641-755-4361 Fax  
[jasonk@iowatrenchless.com](mailto:jasonk@iowatrenchless.com)

Horizontal Boring & Tunneling  
505 South River Avenue  
Exeter, NE 68351  
402-266-5347 Phone  
402-266-5591 Fax  
[willied@hbttrenchless.com](mailto:willied@hbttrenchless.com)

DC Concrete & Construction, LLC  
15479 Emerald Rd  
Douds, IA 52551-8104  
641-919-0636 Phone  
[dcconstruction.ia@gmail.com](mailto:dcconstruction.ia@gmail.com)

The Driller LLC  
5125 East University Ave  
Pleasant Hill, IA 50327  
515-266-2261 Phone  
[suebush@thedrillerllc.com](mailto:suebush@thedrillerllc.com)

Jackson Contracting LLC  
3409 Brook Ridge Ct  
Des Moines, IA 50317  
515-306-4487  
[Jacksoncontractinggroup@gmail.com](mailto:Jacksoncontractinggroup@gmail.com)

Alliance Construction Group  
9400 Plum Dr.  
Urbandale, IA 50322  
515-249-9202  
[jdegraff@acgiowa.com](mailto:jdegraff@acgiowa.com)

J Pettiecord Inc.  
1200 Prairie Dr SW  
Bondurant, IA 50035  
515-263-8900 Phone  
[laramie@jpettiecord.com](mailto:laramie@jpettiecord.com)  
[jake@pettiecord.com](mailto:jake@pettiecord.com)

Leffler Dirtworks  
2272 320th Street  
Oskaloosa, IA 52577  
641-226-2231  
[cleffler44@gmail.com](mailto:cleffler44@gmail.com)

Drish Construction  
17017 S. Main  
Fairfield, IA 52556  
[dayle.drish@gmail.com](mailto:dayle.drish@gmail.com)

Iowa Concrete Paving Association  
360 SE Delaware Ave  
Ankeny, IA 50021  
515-963-0606  
[rbangs@concretestate.org](mailto:rbangs@concretestate.org)

Pirc-Tobin Construction Inc  
2660 Old Quaas Rd  
Alburnett, IA 52202  
319-842-2130  
[bids@pirtobin.com](mailto:bids@pirtobin.com)

Concrete Technologies, Inc.  
1001 SE 37th Street  
Grimes, IA 50111  
515-252-1650 Phone  
515-252-1642 Fax  
[hdiaz@cti-ia.com](mailto:hdiaz@cti-ia.com)

S.J. Louis Construction, Inc.  
1351 Broadway Street W  
PO Box 459  
Rockville, MN 56369  
800-243-8720 Phone  
320-253-9291 Phone  
[savannahj@sjlouis.com](mailto:savannahj@sjlouis.com)

Boomerang  
13225 Circle Dr. Ste A  
PO Box 227  
Anamosa, IA 52205  
[dawnk@boomerangcorp.com](mailto:dawnk@boomerangcorp.com)

J&R Supply  
420 Field of Dreams Way  
Dyersville, IA 52040  
Company Phone: 5635901476  
Name: Mike Anthony Schroeder  
[m3277m3277@gmail.com](mailto:m3277m3277@gmail.com)

Wicks Construction, Inc.  
PO Box 428  
Decorah, Iowa 52101  
563-382-2325 Phone  
[dave@wicksconstruction.com](mailto:dave@wicksconstruction.com)



All Star Concrete  
4989 NW Johnston Dr  
Johnston, IA 50131  
515-224-6394  
[Bryan@allstarconcreteiowa.com](mailto:Bryan@allstarconcreteiowa.com)

Manatts  
1775 Old 6 Road  
P.O. Box 535  
Brooklyn, IA 52211  
641-522-9206 Phone  
641-522-5594 Fax  
[chriss@manatts.com](mailto:chriss@manatts.com)

CMT Highway  
401 6<sup>th</sup> Ave  
Durant, IA 52747  
319-930-7263  
[sandersfeld@cmthighway.com](mailto:sandersfeld@cmthighway.com)

Sternquist Construction  
1110 N 14<sup>th</sup> St  
Indianola, IA 50125  
515-961-8127  
[nwaterhouse@sternquistconstruction.com](mailto:nwaterhouse@sternquistconstruction.com)

Progressive Structures, LLC  
315 Commercial St  
Luxemburg, IA 52056  
563-581-7198  
[taugustyn@progressivestructuresia.com](mailto:taugustyn@progressivestructuresia.com)

C.J. Moyna & Sons  
24412 IA-13  
Elkader, IA 52043  
563-245-1442  
[rkipp@cjmoyyna.com](mailto:rkipp@cjmoyyna.com)

Jones Contracting Corp  
1956 W Point Rd  
West Point, IA 52656  
319-837-8129  
[ashleyn@jonescontractingcorp.com](mailto:ashleyn@jonescontractingcorp.com)  
[jwilcox@jonescontractingcorp.com](mailto:jwilcox@jonescontractingcorp.com)

Iowa Civil Contracting  
1106 3<sup>rd</sup> St  
Victor, IA 52347  
319-647-3561  
[missyr@iowacivil.com](mailto:missyr@iowacivil.com)

Gullett Fence  
12775 River Rd  
Ottumwa, IA 52501  
660-342-3001  
[ryancrystal@hotmail.com](mailto:ryancrystal@hotmail.com)  
[gullettfence@pcsia.net](mailto:gullettfence@pcsia.net)

Selco, Inc.  
210 Second Street  
East Dubuque, IL 61025  
815-554-6594  
[selcoinc@mchsi.com](mailto:selcoinc@mchsi.com)

Ideal Ready Mix  
2901 N Court St  
Ottumwa, IA 52501  
Company Phone: 3197590246  
Email: [jmartsching@idealarm.com](mailto:jmartsching@idealarm.com)

DJ Gongol & Associates, Inc.  
4328 North Dawson Avenue, PO  
Box 180  
Cumming, IA 50061  
Company Phone: 515-223-4144  
Name: Brian Gongol  
[brian@gongol.net](mailto:brian@gongol.net)

Minger Construction  
620 Corporate Dr  
Jordan, MN 55352  
Company Phone: 952-368-9200  
[lukem@mingerconst.com](mailto:lukem@mingerconst.com)

Utility Equipment Co.  
5615 NE 22<sup>nd</sup> St  
Des Moines, IA 50313  
563-355-5376  
[irangel@utilityequipmentco.com](mailto:irangel@utilityequipmentco.com)

Absolute Group  
1800 Burr Oak Blvd  
PO Box 430  
Granger, IA 50109  
515-497-6119 Phone  
515-497-6120 Fax  
[iheyer@ag-iowa.com](mailto:iheyer@ag-iowa.com)

Reilly Construction Co., Inc.  
110 East Main  
Ossian, IA 52161  
563-532-9277  
[ccovell@reilly-construction.com](mailto:ccovell@reilly-construction.com)

RAMMS Construction, LLC  
1120 2nd St NE  
Bondurant, IA 50035  
[spenser@rammsconstruction.com](mailto:spenser@rammsconstruction.com)

Chris White  
2500 SE Enterprise Drive  
Grimes, Iowa 50111  
[chris.white@coreandmain.com](mailto:chris.white@coreandmain.com)

Jasper Construction Service, Inc.  
928 N 19<sup>th</sup> Ave E  
Newton, IA 50208  
641-792-8650  
[cliff@jasperco.com](mailto:cliff@jasperco.com)

Northern Dewatering Inc.  
14405 Northdale Blvd  
Rogers, MN 55374  
763-428-2616  
[vonb@northerndewatering.com](mailto:vonb@northerndewatering.com)

DeLong Construction  
1320 N 8<sup>th</sup> Ave  
Washington, IA 52353  
319-653-3334  
[kjohnson@delonginc.com](mailto:kjohnson@delonginc.com)

Service Signing  
PO Box 158  
Cedar Falls, IA 50613  
319-235-9356  
[Cristi@servicesigning.com](mailto:Cristi@servicesigning.com)

Construction Materials Inc.  
345-49<sup>th</sup> Ave Dr SW  
Cedar Rapids, IA 52404  
319-366-6446  
[ckoppes@constructionmaterialsinc.com](mailto:ckoppes@constructionmaterialsinc.com)

SKOL Trucking  
5421 NW Beaver  
Johnston, IA 50131  
515-414-9898 Phone  
515-474-4301 Phone  
[daniel@skoltrucking.com](mailto:daniel@skoltrucking.com)

## SUPPLIERS

HOBAS Pipe  
1413 E. Richey Rd  
Houston, TX 77073  
281-821-2200 Phone  
[cmunk@hobaspipe.com](mailto:cmunk@hobaspipe.com)

Winwater  
1921 NE 58th Avenue  
Suite B  
Des Moines, IA 50313  
913-956-9100 (Cell)  
515-473-7120 (Office)  
[sjenger@winsupply.com](mailto:sjenger@winsupply.com)

Douds Stone  
PO Box 717  
Ottumwa, IA 52501  
641-683-1671  
[doudstone@yahoo.com](mailto:doudstone@yahoo.com)



## ASSOCIATION/PLAN ROOMS

Master Builders of Iowa  
221 Park Street  
Des Moines, Iowa 50309  
515-288-7339 Phone  
515-288-8718 Fax  
[mbiplanroom-dsm@mbionline.com](mailto:mbiplanroom-dsm@mbionline.com)

Dodge Construction Network  
2860 S State Hwy 161  
Suite 160 #501  
Grand Prairie, TX 75052-7361  
413-203-6801 Phone  
[nichole.canete@construction.com](mailto:nichole.canete@construction.com)  
[rechie.manalop@construction.com](mailto:rechie.manalop@construction.com)

Iowa Department of Natural  
Resources  
Wastewater Engineering Section  
502 E. 9<sup>th</sup> Street  
Des Moines, Iowa 50319-0034  
[laura.knispel@dnr.iowa.gov](mailto:laura.knispel@dnr.iowa.gov)

Iowa League of Cities  
500 SW 7th Street, Suite 101  
Des Moines, IA 50309  
515-244-7282 Phone  
978-367-9733 Fax  
[mailbox@iowaleague.org](mailto:mailbox@iowaleague.org)

Iowa Department of Natural  
Resources  
Water Supply Engineering  
Section  
502 E. 9th Street  
Des Moines, Iowa 50319-  
0034  
[timothy.duda@dnr.iowa.gov](mailto:timothy.duda@dnr.iowa.gov)

French Reneker Associates  
Inc.  
1501 S Main Street  
Fairfield, IA 52556  
641-472-5145 Phone  
[jasonh@french-reneker.com](mailto:jasonh@french-reneker.com)

City of Ottumwa  
Phillip Burgmeier  
City Hall  
105 E. 3<sup>rd</sup> Street  
Ottumwa, Iowa 52501  
[Ottumwahydro@gmail.com](mailto:Ottumwahydro@gmail.com)

Council Member Hoffman introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 3", and moved:

- ☒ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at \_\_\_\_\_ .M. on \_\_\_\_\_, 2024, at this place.

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

AYES: Caviness, Reid, Galloway, Hoffman

Absent: McAntire

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

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 236-2024

RESOLUTION MAKING AWARD OF CONSTRUCTION  
CONTRACT FOR THE BLAKE'S BRANCH SEWER  
SEPARATION, PHASE 8, DIVISION 3

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Blake's Branch Sewer Separation, Phase 8, Division 3, described in the plans and specifications heretofore adopted by this Council on October 15, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

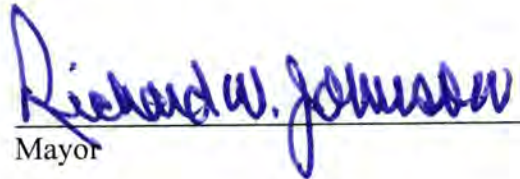
Contractor: Portzen Construction, Inc. of Dubuque, IA

Amount of bid: \$14,707,563.00

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 15th 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 City hereto affixed this 15 day of October, 2024.

*Christina Reinhard*

City Clerk, City of Ottumwa, State of Iowa

(SEAL)



received  
10-9-24 1pm

Item No. F.-4.-E

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: October 15, 2024

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

\_\_\_\_\_  
Phillip Burgmeier

Prepared By

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

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

AGENDA TITLE: Resolution #237-2024. Approving the contract, bond, and certificate of insurance for Blake's Branch, Phase 8, Division 3 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 #237-2024.

DISCUSSION: This project will separate sanitary and storm sewers in the general area of Center Avenue, Grant Street, and Norris Street, between Jefferson Street, and Morrell Drive.

These are the required bonds, certificate of insurance and signed contract with Portzen Construction of Dubuque, Iowa for the above referenced project and are now on file with the City Clerk.

Estimate: \$14,500,000

Funding: \$16,000,000

Source of Funds: SRF

Budgeted Item: Yes

Budget Amendment Needed: No

**ITEM TO INCLUDE ON AGENDA**

**CITY OF OTTUMWA, IOWA**

- Resolution approving construction contract and bond for the construction of the Blake's Branch Sewer Separation, Phase 8, Division 3.

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

October 15, 2024

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in 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:

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

Absent: Doug McAntire

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member Caviness introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 3", and moved its adoption. Council Member Hoffman seconded the motion to adopt. The roll was called, and the vote was:

AYES: Caviness, Reid, Galloway, Hoffman

Absent: McAntire

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

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 237-2024

RESOLUTION APPROVING CONSTRUCTION CONTRACT  
AND BOND FOR THE BLAKE'S BRANCH SEWER  
SEPARATION, PHASE 8, DIVISION 3

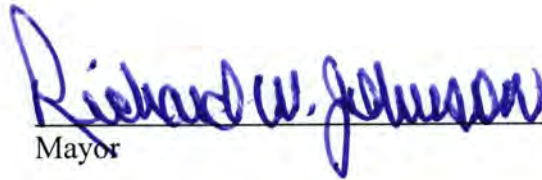
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Blake's Branch Sewer Separation, Phase 8, Division 3, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows;


Contractor:	<u>Portzen Construction, Inc.</u>	of	<u>Dubuque, IA</u>
Amount of bid:	<u>\$14,707,563.00</u>		
Bond surety:	<u>United Fire &amp; Casualty Company</u>		
Date of bond:	<u>September 30, 2024</u>		
Portion of project:	<u>All construction work</u>		



PASSED AND APPROVED this 15 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 City hereto affixed this 15 day of October, 2024.

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

(SEAL)

## **CONTRACT**

THIS CONTRACT, made and entered into at Dubuque this 2 day of October, 2024, by and between the City of Ottumwa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and Portzen Construction, Inc., hereinafter called the "Contractor".

### **WITNESSETH:**

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

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

### **BLAKE'S BRANCH SEWER SEPARATION PHASE 8 DIVISION 3**

Construct Blake's Branch Sewer Separation, Phase 8, Division 3, including all labor, materials, and equipment necessary for approximately 25,500 square yards of portland cement concrete pavement, 1,500 square yards of portland cement concrete driveways, 4,500 square yards of portland cement concrete sidewalk, 1,500 square yards of bituminous seal coat, 8,500 linear feet of 15-inch through 36-inch reinforced concrete pipe storm sewer, 2,300 linear feet of 36-inch sanitary sewer pipe, 3,500 linear feet of 8-inch through 15-inch sanitary sewer pipe, intakes, manholes, 10,500 feet of 6-inch through 8-inch water main pipe, hydrants, valves, copper water service pipe, excavation, backfill, erosion control, surface restoration, testing, mobilization, traffic control, and miscellaneous associated work, including clean up.

The project shall be fully completed including final surface restoration by November 19, 2027. The project will have an interim completion date for Phase 2A and 2B as stated in the phasing plans. Phase 2A and 2B shall be substantially complete except for final surface restoration by August 15, 2026.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Fourteen Million Seven Hundred Seven Thousand Five Hundred Sixty-Three Dollars (\$14,707,563.00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. Contractor agrees to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred Dollars (\$500) for each calendar day thereafter that the work remains incomplete.

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

JURISDICTION:

By

(Seal)

ATTEST:

Christina Reinhard  
City Clerk

FORM APPROVED BY:

\_\_\_\_\_  
Attorney for Jurisdiction



CONTRACTOR: PORTZEN CONSTRUCTION, INC.

Portzen Construction, Inc.

Contractor

By Michael J. Portzen, Michael J. Portzen  
Signature  
President

Title

205 Stone Valley Drive

Street Address

Dubuque, IA 52003

City, State, Zip Code

563-557-7642

Telephone Number

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. C099538 -  
\_\_\_\_ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the  
Iowa Code.
2. Out-of-State Contractors: Out-of-State Contractors shall provide information regarding its  
Contractor's Project Bond (State of Iowa, Division of Labor, Out-of-State Contractor Project  
Bond) pursuant to Section 91C.7 of the Iowa Code.

Bond No. \_\_\_\_\_

Name of Surety \_\_\_\_\_

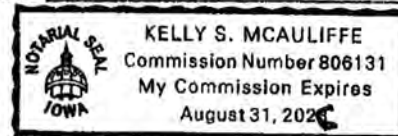
**NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of  
any signature will not be accepted.**

**CORPORATE ACKNOWLEDGMENT**

State of Iowa )  
 ) SS  
 Dubuque County)

On this 2nd day of October, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael J. Portzen and \_\_\_\_\_ to me known, who being by me duly sworn, did say that they are the President and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that ~~(no seal has been procured by)~~ (the seal affixed hereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Michael J. Portzen and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Kelly S. McAuliffe  
Notary Public in and for the State of Iowa  
My Commission Expires 08-31-26



**PARTNERSHIP ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS  
 \_\_\_\_\_ County)

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

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS  
 \_\_\_\_\_ County)

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

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
My Commission Expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS  
 \_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to be personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**CONTRACT ATTACHMENT: ITEM 1: GENERAL - None**

**CONTRACT ATTACHMENT: ITEM 2: BID ITEMS, QUANTITIES**

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

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	Mobilization	1 LS	\$ 1,100,000.00	\$ 1,100,000.00
2.	Traffic Control	1 LS	\$ 40,000.00	\$ 40,000.00
3.	Construction Staking	1 LS	\$ 91,000.00	\$ 91,000.00
4.	Maintenance of Solid Waste Collection	1 LS	\$ 10,000.00	\$ 10,000.00
5.	Trench Compaction Testing	1 LS	\$ 60,000.00	\$ 60,000.00
6.	Pavement Samples & Testing	1 LS	\$ 65,000.00	\$ 65,000.00
7.	Clearing and Grubbing	1 LS	\$ 55,000.00	\$ 55,000.00
8.	Fence Removal and Replacement	430 LF	\$ 85.00	\$ 36,550.00
9.	Excavation, Class 10	10,900 CY	\$ 21.00	\$ 228,900.00
10.	Rock Excavation	1,550 CY	\$ 135.00	\$ 209,250.00
11.	Off-Site Borrow Material	500 CY	\$ 45.00	\$ 22,500.00
12.	Stabilization Material	500 TON	\$ 70.00	\$ 35,000.00
13.	Subgrade Preparation	27,700 SY	\$ 4.00	\$ 110,800.00
14.	Modified Subbase, 6"	27,700 SY	\$ 12.50	\$ 346,250.00
15.	Granular Surfacing, 6"	1,550 TON	\$ 40.00	\$ 62,000.00
16.	Pavement Removal	27,600 SY	\$ 11.00	\$ 303,600.00
17.	Sidewalks and Driveways Removal/Disposition	5,600 SY	\$ 12.00	\$ 67,200.00



ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
18.	HMA Patching	350 SY	\$ 240.00	\$ 84,000.00
19.	Pavement, PCC, 8", Integral Curb	25,500 SY	\$ 86.00	\$ 2,193,000.00
20.	PCC Driveway, 6", Type A	1,300 SY	\$ 82.00	\$ 106,600.00
21.	Sidewalk, PCC, 4"	4,300 SY	\$ 78.00	\$ 335,400.00
22.	Detectable Warning Panels	600 SF	\$ 65.00	\$ 39,000.00
23.	Combined Concrete Sidewalk and Retaining Wall	145 LF	\$ 450.00	\$ 65,250.00
24.	Bituminous Seal Coat Surface	1,450 SY	\$ 32.00	\$ 46,400.00
25.	Full Depth Patch, PCC, 10"	800 SY	135.00	108,000.00
26.	Pipe Removal, 6" – 36"	9,300 LF	\$ 32.00	\$ 297,600.00
27.	Sewer Abandonment, Box, Fill and Plug	420 CY	\$ 245.00	\$ 102,900.00
28.	Abandonment of Existing Manhole	1 EA	\$ 1,100.00	\$ 1,100.00
29.	Remove Manhole	34 EA	\$ 1,500.00	\$ 51,000.00
30.	Remove Intake Structure	80 EA	\$ 850.00	\$ 68,000.00
31.	Storm Sewer, 8", PVC, Trenched	40 LF	\$ 132.00	\$ 5,280.00
32.	Storm Sewer, 12" Class 5 RCP, Trenched	174 LF	\$ 120.00	\$ 20,880.00
33.	Storm Sewer, 15" Class 5 RCP, Trenched	4,830 LF	\$ 110.00	\$ 531,300.00
34.	Storm Sewer, 18" Class 5 RCP, Trenched	200 LF	\$ 140.00	\$ 28,000.00
35.	Storm Sewer, 24" Class 4 RCP, Trenched	2,222 LF	\$ 160.00	\$ 355,520.00

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
36.	Storm Sewer, 30" Class 4 RCP, Trenched	380 LF	\$ 240.00	\$ 91,200.00
37.	Storm Sewer, 36" Class 4 RCP, Trenched	720 LF	\$ 300.00	\$ 216,000.00
38.	Storm Sewer, Connect Pipe at Existing Brick Box	10 EA	\$ 3,600.00	\$ 36,000.00
39.	Storm Sewer Manhole SW-401, 48" Dia.	11 EA	\$ 4,900.00	\$ 53,900.00
40.	Storm Sewer Manhole SW-401, 60" Dia.	6 EA	\$ 7,800.00	\$ 46,800.00
41.	Storm Sewer Manhole SW-401, 72" Dia.	3 EA	\$ 13,500.00	\$ 40,500.00
42.	Storm Sewer Manhole SW-401, 84" Dia.	1 EA	\$ 19,500.00	\$ 19,500.00
43.	Storm Sewer Manhole SW-406, 48" Dia.	1 EA	\$ 4,900.00	\$ 4,900.00
44.	Storm Sewer Intake, SW-501	70 EA	\$ 3,600.00	\$ 252,000.00
45.	Storm Sewer Intake, SW-503	6 EA	\$ 6,300.00	\$ 37,800.00
46.	Storm Sewer Intake, SW-505	11 EA	\$ 7,600.00	\$ 83,600.00
47.	Storm Sewer Intake, SW-506	3 EA	\$ 8,100.00	\$ 24,300.00
48.	Storm Sewer Intake, SW-511	3 EA	\$ 3,700.00	\$ 11,100.00
49.	Storm Sewer Intake, SW-512	3 EA	\$ 2,900.00	\$ 8,700.00
50.	Storm Sewer Intake, SW-513, 36"x36" I.D.	4 EA	\$ 4,500.00	\$ 18,000.00
51.	Storm Sewer Subdrain, 6"	15,700 LF	\$ 21.00	\$ 329,700.00
52.	Storm Sewer Subdrain Outlets	96 EA	\$ 325.00	\$ 31,200.00

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ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
53.	Storm Sewer Subdrain Cleanouts	60 EA	\$ 1,300.00	\$ 78,000.00
54.	Sanitary Sewer Gravity Main, 8", Trenched	2,580 LF	\$ 160.00	\$ 412,800.00
55.	Sanitary Sewer Gravity Main, 10", Trenched	230 LF	\$ 175.00	\$ 40,250.00
56.	Sanitary Sewer Gravity Main, 12", Trenched	390 LF	\$ 196.00	\$ 76,440.00
57.	Sanitary Sewer Gravity Main, 15", Trenched	340 LF	\$ 262.00	\$ 89,080.00
58.	Sanitary Sewer Gravity Main, 36", Trenched	1,900 LF	\$ 665.00	\$ 1,263,500.00
59.	Sanitary Sewer Gravity Main, 36", Trenchless in Casing Pipe	275 LF	\$ 5,150.00	\$ 1,416,250.00
60.	Sanitary Sewer Manhole, Type SW-301, 48" Dia.	32 EA	\$ 8,800.00	\$ 281,600.00
61.	Sanitary Sewer Manhole, Type SW-301, 60" Dia.	4 EA	\$ 26,000.00	\$ 104,000.00
62.	Sanitary Sewer Manhole, Type SW-301, 72" Dia.	8 EA	\$ 32,500.00	\$ 260,000.00
63.	Sanitary Sewer Manhole, Type SW-301, 84" Dia.	1 EA	\$ 38,000.00	\$ 38,000.00
64.	Sanitary Sewer Manhole, Type SW-301, 96" Dia.	1 EA	\$ 48,000.00	\$ 48,000.00
65.	Sanitary Sewer, 8" External Drop Connection	7 EA	\$ 9,600.00	\$ 67,200.00
66.	Sanitary Sewer, 10" External Drop Connection	1 EA	\$ 12,500.00	\$ 12,500.00
67.	Sanitary Sewer, 15" External Drop Connection	1 EA	\$ 23,000.00	\$ 23,000.00

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
68.	Sanitary Sewer Service Stub, 6" Trenched	800 LF	\$ 151.00	\$ 120,800.00
69.	Sanitary Sewer Service Connection	28 EA	\$ 1,350.00	\$ 37,800.00
70.	Sanitary Sewer Service Connection for 36" pipe	6 EA	\$ 2,600.00	\$ 15,600.00
71.	Water Main Abandonment, Cap	16 EA	\$ 1,200.00	\$ 19,200.00
72.	Water Main, 6" PVC, Trenched	5,200 LF	\$ 99.00	\$ 514,800.00
73.	Water Main, 8", PVC, Trenched	2,800 LF	\$ 107.00	\$ 299,600.00
74.	Water Main, 6" DIP, Trenched	272 LF	129.00	35,088.00
75.	Water Main Fittings, 6" to 8"	66 EA	\$ 825.00	\$ 54,450.00
76.	Water Main, 6" Gate Valve	33 EA	\$ 2,100.00	\$ 69,300.00
77.	Water Main, 8" Gate Valve	9 EA	\$ 4,100.00	\$ 36,900.00
78.	Water Main, Tapping Valve Assembly, 6"	3 EA	\$ 7,600.00	\$ 22,800.00
79.	Water Main, Tapping Valve Assembly, 8"	1 EA	9,500.00	9,500.00
80.	Water Main, Hydrant Removal	8 EA	\$ 1,300.00	\$ 10,400.00
81.	Water Main, Hydrant Assembly	14 EA	\$ 8,800.00	\$ 123,200.00
82.	Water Main Reconnections	16 EA	\$ 3,200.00	\$ 51,200.00
83.	Water Service Reconnection, 1", Trenched	81 EA	\$ 4,000.00	\$ 324,000.00
84.	Seeding, Fertilizing, and Mulching, Type 1	9 ACRE	\$ 5,000.00	\$ 45,000.00
85.	Silt Fence, Install and Removal	5,000 LF	\$ 2.25	\$ 11,250.00



ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
86.	Filter Socks, 8", Install and Removal	5,000 LF	\$ 2.50	\$ 12,500.00
87.	Erosion Control Mulching, Hydromulching	9 ACRE	\$ 2,200.00	\$ 19,800.00
88.	Rip Rap, Class E Revetment Stone	40 TON	\$ 95.00	\$ 3,800.00
89.	Temporary Rolled Erosion Control (RECP)	35,000 SY	\$ 1.50	\$ 52,500.00
90.	Stormwater Pollution Prevention Plan (SWPP) Preparation	1 LS	\$ 1,350.00	\$ 1,350.00
91.	Stormwater Pollution Prevention Plan (SWPP) Management	1 LS	\$ 16,500.00	\$ 16,500.00
92.	Off-site Topsoil	25 CY	\$ 85.00	\$ 2,125.00
TOTAL CONSTRUCTION COST				
(ITEMS 1. - 92.)				\$ \$14,707,563.00

SURETY BOND NO. 54263013

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

**KNOW ALL BY THESE PRESENTS:**

That we, Portzen Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company as Surety are held and firmly bound unto City of Ottumwa, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Fourteen Million Seven Hundred Seven Thousand Five Hundred Sixty-Three Dollars (\$14,707,563.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 30th day of September 2024, (hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

**BLAKE'S BRANCH SEWER SEPARATION PHASE 8 DIVISION 3**

Construct Blake's Branch Sewer Separation, Phase 8, Division 3, including all labor, materials, and equipment necessary for approximately 25,500 square yards of portland cement concrete pavement, 1,500 square yards of portland cement concrete driveways, 4,500 square yards of portland cement concrete sidewalk, 1,500 square yards of bituminous seal coat, 8,500 linear feet of 15-inch through 36-inch reinforced concrete pipe storm sewer, 2,300 linear feet of 36-inch sanitary sewer pipe, 3,500 linear feet of 8-inch through 15-inch sanitary sewer pipe, intakes, manholes, 10,500 feet of 6-inch through 8-inch water main pipe, hydrants, valves, copper water service pipe, excavation, backfill, erosion control, surface restoration, testing, mobilization, traffic control, and miscellaneous associated work, including clean up.

The project shall be fully completed including final surface restoration by November 19, 2027. The project will have an interim completion date for Phase 2A and 2B as stated in the phasing plans. Phase 2A and 2B shall be substantially complete except for final surface restoration by August 15, 2026.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of Fourteen Million Seven Hundred Seven Thousand Five Hundred Sixty-Three Dollars (\$14,707,563.00) which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

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

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

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

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

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

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

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the



enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

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

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

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

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

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

**PRINCIPAL:**

Portzen Construction, Inc.

**Contractor**

By   
**Signature**

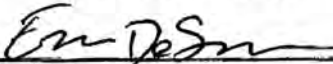
Michael J Portzen, President

**Title**

**SURETY:**

United Fire & Casualty Company

**Surety Company**

By   
**Signature Attorney-in-Fact Officer**

Eric DeSousa

**Name of Attorney-in-Fact Officer**

AssuredPartners Great Plains LLC (Dbq)

**Company Name**

501 Bell Street

**Company Address**

Dubuque, IA 52001

**City, State, Zip Code**

(563) 556-0272

**Telephone Number**

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





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa, United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas, and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SCOTT A. DESOUSA, MARK J. PHALEN, DAN WELLIK, SHIRLEY M. SHANNON, ERIC DESOUSA, LAUREN MOSER, JENA WILWERT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of December, 2021

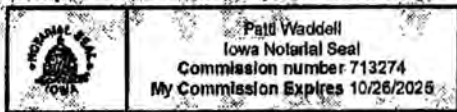


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
 Vice President

State of Iowa, County of Linn, ss:

On 1st day of December, 2021, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority; and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 1st day of October, 2024



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UFGI & UFI & FPIC

BPOA0049 1217





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2024

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  
PO Box 759  
Dubuque IA 52004-0759

CONTACT NAME: Jena Wilwert  
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INSURED  
Portzen Construction Inc.  
205 Stone Valley Dr.  
Dubuque IA 52003

PORTCON-02

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Waypoint Mutual (fka Midwest Builders)	13126
INSURER B: Sentry Insurance a Mutual Company	24988
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 1641539616

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 INSR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	A0160590	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<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	Y	Y	A0160590	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ U/UIM \$ 100,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	A0160590	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC100-0001565-2023A	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Blanke's Branch Sewer Separation Phase 8 Division 3

City of Ottumwa is listed as an additional insured on the General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis including completed operations per endorsements CG7125, CG2037, CA7601 and EU7091. Governmental Immunities in favor of City of Ottumwa is included per CA7008. Auto Liability includes Cargo Pollution Endorsement CA9948. Waiver of Subrogation in favor of the City of Ottumwa is included on the General Liability, Auto Liability, Workers' Compensation and Umbrella Liability per endorsements CG7125, CA0444, WC000313 and EU7101.

## CERTIFICATE HOLDER

## CANCELLATION

City of Ottumwa, Iowa  
% 210 West Main St  
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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION**

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 13 Additional Insured Types**
  - A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
  - B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
  - C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
  - D. Lessor of Leased Equipment
  - E. Owners or Other Interests From Whom Land Has Been Leased
  - F. Manager or Lessor of Premise
  - G. Mortgagee, Assignee, or Receiver
  - H. Controlling Interest
  - I. Co-owner Of Insured Premises
  - J. Executors, Administrators, Trustees Or Beneficiaries
  - K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
  - L. Vendors
  - M. Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**1. Additional Insureds - Automatic Status for 13 Additional Insured Types**

**Section II - Who Is An Insured** is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

**A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You**

- 1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

- 2) This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **D. Lessor of Leased Equipment**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **E. Owners or Other Interests From Whom Land Has Been Leased**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to:
  - a. Any "occurrence" which takes place after you cease to lease that land;
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

#### **F. Manager or Lessor of Premise**

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

#### **G. Mortgagee, Assignee, or Receiver**

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

#### **H. Controlling Interest**

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

#### **I. Co-owner Of Insured Premises**

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

#### **J. Executors, Administrators, Trustees Or Beneficiaries**

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

**K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

**L. Vendors**

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in Subparagraphs d. or f.; or



- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **M. Grantor of Franchise**

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

#### **2. Primary And Noncontributory Insurance**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### **3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 76 01 06 15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - PRIMARY AND  
NONCONTRIBUTORY - COVERED AUTOS  
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph A.1. of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph D.2. of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

**B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

POLICY NUMBER: A0160590006

COMMERCIAL EXCESS / UMBRELLA  
EU 70 91 05 15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF OTHER INSURANCE CONDITION**

This endorsement modifies the coverage provided under the following:

COMMERCIAL EXCESS / UMBRELLA COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name Of Person Or Organization:**

Any Additional Insured as required by written contract or written agreement executed prior to loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to Paragraph H. Other Insurance of Section IV - Conditions:

1. This insurance is primary to and will not seek contribution from any other insurance available to the person or organization shown in the Schedule above, provided that such designated person or organization:

a. Is identified as an additional insured in the "underlying insurance";

b. Is a Named Insured under such other insurance; and

c. Has agreed with you in a written contract or agreement that:

(1) Is signed and effective prior to an "occurrence" to which this insurance applies;

(2) This insurance would be primary and would not seek contribution from such other insurance identified in Paragraphs 1.a. and 1.b. above;

(3) Agrees to indemnify or defend the designated person or organization for liability and damages covered by the "underlying insurance"; and

(4) Affords indemnification and/or defense of the designated person or organization to the extent permitted by law.

2. This condition does not apply to:

a. Other insurance, not included in Paragraph 1. above, that may be available to the designated person or organization outside of your written contract or agreement; or

b. Liability which:

(1) May attach to the designated person or organization and is not assumed by your written contract or agreement; or

(2) Is assumed by the designated person or organization under any other written contract assuming the obligations of another.

EU 70 91 05 15

A0160590

Middlesex Insurance Company

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12/04/2023



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 70 08 01 18

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **IOWA GOVERNMENTAL IMMUNITY ENDORSEMENT**

This endorsement modifies the coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name and Mailing Address of Municipality:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the insurance provided to the municipality shown in the Schedule, the following applies:

#### **Governmental Immunities Provision**

##### **1. Nonwaiver of Governmental Immunity**

- a. We expressly agree and state that the purchase of this policy or the including of the municipality shown in the Schedule as an additional insured does not waive any of the defenses of governmental immunity available to them under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

##### **2. Claims Coverage**

- a. We agree that this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and may be amended from time to time. Claims not subject to the Code of Iowa Section 670.4 will be subject to the terms and conditions of this policy.

##### **3. Assertion of Governmental Immunity**

- a. The municipality shown in the Schedule will be responsible for asserting any defense of governmental immunity, and may do so at any time and will do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.

##### **4. Non-Denial of Coverage**

- a. We will not deny coverage under this policy and we will not deny any of the rights and benefits accruing to the municipality shown in the Schedule for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality shown in the Schedule.

##### **5. No Other Change in Policy**

- a. The above preservation of governmental immunities will not otherwise change or alter the coverage available under this policy.

CG 70 08 01 18

AO160590

Middlesex Insurance Company

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Page 1 of 1

12/30/2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLLUTION LIABILITY - BROADENED COVERAGE  
FOR COVERED AUTOS - BUSINESS AUTO AND  
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph a. of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
(Ed. 04-84)

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This endorsement does not apply where prohibited by law.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has a written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2023

Policy No. WC100-0001565-2023A

Endorsement **WC 00 03 13**

Insured **Portzen Construction, Inc dba Dubuque Plumbing & Heating**

DBA

Premium \$268,188

Insurance Company

**Midwest Builders' Casualty Mutual  
Company**

1100 Walnut Street Suite 3010

Kansas City, MO 64106

(816) 474-7799

Carrier Code 32131

Countersigned by



**WC 00 03 13**  
(Ed. 04-84)



POLICY NUMBER:

COMMERCIAL EXCESS/UMBRELLA LIABILITY  
EU 71 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies the coverage provided under the following:

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not show above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



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

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

Council Meeting of: Oct 15, 2024

Administration

Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

City Administrator Approval

AGENDA TITLE: Presentation of DRAFT version of Anti-Harassment Policy for City of Ottumwa employees

\*\*\*\*\*

☐

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

RECOMMENDATION: Review and comment on DRAFT version of Anti-Harassment Policy for City of Ottumwa employees

DISCUSSION:

As part of an ongoing review of all current employee policies and procedures, staff has reviewed the current harassment policy held in the Employee Personnel Policy article 15. The new policy presented here will be more encompassing of all harassment based on any legally protected basis. This updated policy also provides steps for reporting all harassment, discrimination or retaliation claims.

Final policy will be brought back on November 5, 2024 for approval. It will then be referenced and updated in the Employee Personnel Policy.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed:

for the first thirty days during which time the employee will suffer no loss of normal pay. This means the employee will be paid only for those days that normally would have been work days during this first thirty day period. But, again, in any case, payments for accumulated periods of less than thirty (30) days and more than thirty (30) days will not exceed payments for greater than a total combined period of thirty (30) days.

The period of thirty days for such payment begins with the date such employees are ordered to report to their home station in preparation for mobilization.

The proper authority for any such activation is the Office of the Adjutant General, Headquarters, Iowa National Guard, for National Guard soldiers, or the Office of the Adjutant General, Headquarters, US Forces Command for soldiers of the Army Reserve. The authorization for the City to make such payment will be a valid copy of written orders with appropriate order numbers from the authorizing headquarters provided to the City Administrator or designee.

#### **ARTICLE 15. HARASSMENT POLICY**

It is the policy of the City of Ottumwa, Iowa, to strictly prohibit discrimination and harassment and to maintain a professional and quality working environment for all employees or future employees. It is the City's policy that all employees have a right to work in an environment free of discrimination and harassment based on sex, age, race, national origin, religion, disability, genetic information, sexual orientation, marital status, or any other basis protected by federal, state, or local law. The City prohibits harassment of its employees in any form—by supervisors, co-workers, customers, or suppliers.

The City of Ottumwa has a zero tolerance policy for any form of sexual harassment in the workplace, and will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. There shall be no retaliation for the submission of a complaint unless the complaint is proven to be false. Harassment may also be based on another protected class and can be in violation of the City's Equal Employment Opportunity Policy set out in Article 3. All procedures set out for other illegal harassment will be followed based upon this policy.

Sexual Harassment is a violation of Section 703 of Title VII Civil Rights Act of 1964. The City defines sexual harassment as:

1. Unwanted sexual advances
2. Requests for sexual favors

### 3. Other verbal or physical conduct of a sexual nature

These constitute sexual harassment when:

- Submission to such conduct is a term or condition of employment
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual
- Such conduct unreasonably interferes with the employee's work or creates an intimidating, hostile or offensive working environment

Sexual Harassment may be physical in nature, verbal and non-verbal conduct. Inappropriate physical conduct includes unwelcome physical contact, touching and violence. Inappropriate verbal conduct includes comments regarding a person's appearance, age, private life, sexual comments, jokes and stories, sexual advances, repeated and unwanted social invitations, insults, condescending or paternalistic remarks and sending sexually explicit messages through text, phone or e-mail. Inappropriate non-verbal conduct includes displaying sexually explicit or suggestive materials, gestures, whistling and leering.

Sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between a supervisor and employee. It can also include clients, customers, contractors or visitors. It is possible that a co-worker may take offense even though that person is not the direct target of the sexual harassment.

#### COMPLAINTS PROCEDURES:

Anyone who is the subject of sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. However, if the victim cannot directly approach an alleged harasser, he/she can file a complaint with the City Administrator or designee.

When a complaint is received, the City Administrator or designee will:

- immediately record the dates, times and facts of the incident(s)
- ascertain the views of the victim as to what outcome he/she wants
- ensure the victim understands the city's procedures for dealing with the complaint
- discuss and agree to the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome
- keep a confidential record of all discussions
- respect the choice of the victim
- ensure that the victim knows that he/she can lodge a complaint with the Iowa Civil Rights Commission at any time



Throughout the complaint procedure, a victim is entitled to be helped by a counsellor through the City's EAP program.

Any City employee who has been found to have sexually harassed another person under the terms of this policy is subject to the City's Disciplinary Process, including termination. The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial.

#### **ARTICLE 16. INTERNAL INVESTIGATIONS**

It is the policy of the City of Ottumwa to provide a method by which employee conduct may be investigated by the city to: (1) protect the public from employee misconduct, (2) protect the city's image and avoid claims against the city, (3) protect the employee against false allegations of misconduct, (4) remove unfit personnel, and (5) correct procedural problems. Investigations involving Police and Fire personnel shall be handled pursuant to Chapter 80F of the Code of Iowa.

1. The City Administrator or department head may cause an internal investigation to be initiated. Unless the City Administrator or designee is the subject of the investigation, he/she will be notified and participate in the investigation. A copy of the report will be forwarded to the City Administrator.
2. The person initiating the internal investigation shall appoint one or more city employees to conduct the investigation.
3. The internal investigation shall be conducted in a manner substantially similar to a Police Department internal investigation. The person or persons conducting the investigation shall consult the attorney designated by the City Administrator before initiating the investigation to ensure that the investigation's procedures comply with appropriate legal standards.
4. The employee under investigation and any other employee with information about the matter shall be required to answer fully and truthfully all questions related to his/her fitness for city employment and the performance of official duties. Refusal or failure to answer such questions fully or truthfully may result in disciplinary action, including termination. The investigator who is conducting the investigation will provide all necessary warnings to the employee required by law, including but not limited to the Garrity Warning.
5. Upon completion of the internal investigation, those assigned to conduct the investigation shall make full written report to the person initiating the investigation for review and disposition. Copies of the completed investigation report shall be forwarded to Human Resources and the City Administrator.

**PURPOSE**

The City of Ottumwa strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of the workplace should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. The City of Ottumwa will not tolerate discrimination or harassment based on any legally protected basis. Through enforcement of this policy and by education of employees, the City of Ottumwa will seek to prevent, correct and discipline behavior that violates this policy.

**ELIGIBILITY**

The City of Ottumwa Anti-Harassment policy applies to all employees, regardless of their positions. All employees are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Managers and supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to human resources (HR), are in violation of this policy and subject to discipline, up to and including termination.

**PROHIBITED CONDUCT UNDER THIS POLICY**

The City of Ottumwa, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

**Discrimination**

It is a violation of the City of Ottumwa's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment on the bases of, in whole or in part, the person's race, color, national origin, age, religion, disability status, sex, sexual orientation, gender identity or expression, genetic information or marital status.

Discrimination of this kind is prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

**Harassment**

The City of Ottumwa prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is unwelcome conduct towards a person

based on an actual or perceived protected trait or characteristic designed to threaten, intimidate or coerce an employee, co-worker, or any person working for or on behalf of the City of Ottumwa. Prohibited harassment includes any verbal, physical, or visual conducted based on any of the above-stated characteristics if (1) enduring the offensive conduct becomes a term or condition of employment, or (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting the person, or (3) such conduct is so severe or pervasive that a reasonable person would find the work environment to be hostile or abusive and the individual subjectively believes the conduct to be hostile and abusive.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance, disability, gender identity or expression, marital status or other protected status, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

### **Sexual harassment**

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited by this policy. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature ... when ... submission to or rejection of such conduct is used as the basis for employment decisions ... or such conduct has the purpose or effect of ... creating an intimidating, hostile or offensive working environment."

Sexual harassment occurs when unsolicited and unwelcome sexual conduct of a verbal or sexual nature (such as sexual advances, requests for sexual favors, etc.) when such conduct:

- Is made explicitly or implicitly a term or condition of employment.
- Is used as a basis for an employment decision.
- Is so severe and pervasive that a reasonable person would find the conduct interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or

"kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.

- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

#### *Consensual Romantic or Sexual Relationships*

The City of Ottumwa strongly discourages romantic or sexual relationships between a manager or other supervisory employee and an employee who reports directly or indirectly to that person, because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others, or at a later date by the staff member, as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department or other actions may be taken.

If any employee of the City of Ottumwa enters into a consensual sexual or romantic relationship with an employee who reports directly or indirectly to that employee, or if one of the parties is in a supervisory capacity in the same department in which the other party works, all parties in the relationship must notify the HR director or other appropriate corporate officer. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other.

Once the relationship is made known to the City of Ottumwa, the company will review the situation with human resources in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the HR director and senior management will decide which party will be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.



**Retaliation**

The City of Ottumwa will not tolerate any retaliation against any employee who makes a good faith complaint of discrimination or harassment. No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Participating in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint of harassment will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be considered a violation subject to disciplinary measures.

If any employee believes they have been subject to retaliation, they must report it to the HR director, and it will be promptly investigated and addressed.

**CONFIDENTIALITY**

All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the HR director will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the HR department.

**COMPLAINT PROCEDURE**

The City of Ottumwa has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The company will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Complaints should be submitted to the HR director as soon as possible after an incident has occurred, preferably in writing. The HR director may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the HR director will dictate the verbal complaint.
2. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the HR director will notify senior management and review the complaint with the company's legal counsel.
3. The HR director will initiate an investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.

5. During the investigation, the HR director, together with legal counsel or other designated management employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Upon conclusion of an investigation, the HR director or other person conducting the investigation will submit a written report of the findings to the City Administrator. If it is determined that a violation of this policy has occurred, the HR director will recommend appropriate disciplinary action. The HR will consider the following factors when determining appropriate disciplinary action:
  1. the severity, frequency and pervasiveness of the conduct;
  2. prior complaints made by the complainant;
  3. prior complaints made against the respondent; and
  4. the quality of the evidence (e.g., firsthand knowledge, credible corroboration).

If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the HR director may recommend appropriate preventive action.

7. Senior management will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the HR director and other management staff as appropriate, and decide what action, if any, will be taken.
8. Once a final decision is made by senior management, the HR director will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

### **ALTERNATIVE LEGAL REMEDIES**

Nothing in this policy is intended to prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts.

received  
10.9.24 1130

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

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

Council Meeting of: Oct 15, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head



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

AGENDA TITLE: Department Recommendation: Planning Department Policy 1-2024  
Policy Concerning Courtesy Notices for Variances, Conditional Use  
Permits and Rezoning

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

RECOMMENDATION: Approve Planning Department Policy 1-2024.

DISCUSSION: Currently, City Staff send courtesy copies of the public hearing notice to property owners located within 200 feet of proposed variances, rezonings and conditional use permits. A sign is also posted on the applicant property. During the City Council consideration of the Ordinance to rezone 1014 N Elm, residents of condo complexes expressed frustration that condo owners did not get individual notices, instead notices were sent to

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

the address of record for the complex. Other property owners also expressed other concerns including that the area served with notices was too small or that the posted signs are too small. The Council asked staff to review the courtesy notices and recommend policy improvements to the Commission.

The recommended improvements are included in the proposed Department Policy 1-2024. The changes include collecting condo owner information from the County Assessor and attempting to send individual notices to condo owners, sending notices to property owners within 500 feet and using larger signs. Also better formalized is the timeline for sending notices. Notices are to be sent 7 business days before the Plan and Zoning meeting and notices signs are to be posted 7 business days before the Plan and Zoning meeting. Notices will so be sent to property owners outside the City limits if they are within 500 feet of the applicant property.

The Plan and Zoning Commission worked on this policy at the September and October meetings and received comment from the public. The Commission unanimously recommended adopting Policy 1-2024 at the October 7 Plan and Zoning Commission meeting.

Another resolution on the agenda for the 10/15 Council Meeting will raise the fees for rezoning, variance and conditional use permit applications to help cover the expense of added postage.





PLANNING AND DEVELOPMENT DEPARTMENT POLICY  
#1 – 2024

POLICY CONCERNING: Courtesy Notice for Variances, Conditional Use Permits and Rezonings

STAFF WHO ARE AFFECTED: All Staff.

POLICY: In addition to the required publication required by Iowa Code for public hearings related to variances, conditional use permits and rezonings, the Department will send courtesy notices as follows:

- Notice will be sent to all property owners with 500 feet of the applicant property. The list of property owners will be identified by using a Beacon buffer report. The addresses on the Beacon report will be compared to the addresses of condominium complexes provided by the County Assessor. When a condominium complex is located within the 500 foot buffer, the Department will send notices to condo owners using information provided by the County assessor. Notices will be mailed at least 7 business days prior to the Plan and Zoning Commission meeting. Notices will be mailed to property owners inside and outside of the City limits of Ottumwa.
- A notice sign will also be posted on the applicant property at least 7 business days prior to the Plan and Zoning Commission meeting and will remain up through the public hearing. The Department currently has 13in by 19in notice signs which can be used on residentially zoned and used lots which are not greater than 70 feet wide and where the sign will be placed directly on the property line and facing a public street. Where lots are larger or where the sign will be placed further from the street, the Department will order signs with dimensions which are large enough to have 4 inch letter height.

Date: October 15, 2024

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Zach Simonson  
Director of Community Development

City of Ottumwa  
105 East Third Street, Ottumwa, Iowa 52501  
Telephone 641-683-0610 Fax 641-683-0609

**received**  
10924 1130

## CITY OF OTTUMWA

### Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of : Oct 15, 2024

Planning & Development

Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Staff Recommendation: Approve Purchase of a CASE SR175B Skid Steer from Greiner Implement of Ottumwa for \$35,000 after trade-in credit for for the Recycling Center

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☐

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

RECOMMENDATION: Approve the purchase of one (1) CASE SR175B Skid Steer from Greiner Implement.

DISCUSSION: At the September meeting of the Solid Waste Commission, the Commission recommend purchasing a CASE SR175B Skid Steer from Greiner Implement of Ottumwa for \$35,000 after trade-in of the current 2019 Bobcat Skid Steer. There was \$47,283 budgeted for this item. The current skid steer is generally operational but requires \$3,935 for new tires and has reached the end of its scheduled service. Staff recommends

Source of Funds: Recycling Fund 873

Budgeted Item:



Budget Amendment Needed:

taking advantage of the high trade value and making the purchase now. The Recycling Center uses a skid steer to move recyclables within the site and it is the most used piece of equipment at the site.

The landfill solicited bids for the skid steer and received three bids. Accounting for the trade offer, Greiner supplied the best bid.

Bid Tab

Capital City Equipment

Meets all requirements

**\$49,373.41**

30 days for time on bid for delivery

Warranty 2 years or 1,200 hours

Delivery within 90 days

Trade In price is \$37,873.41

Case

Greiner Implement

Meets all requirements

**\$56,000.00**

Bid is only valid until 9/30/2024

Warranty 2 years

Delivery is unknown.

Trade in price is \$35,000

Sinclair Tractor

Meets all requirements

**\$77,075.36**

Doesn't say how long the bid is good.

Warranty 60 months or 3,000 hours with \$200 deductible

Trade in price is \$56,744.00

7 days



Ottumwa/Wapello County Solid Waste Commission  
Recycling Center

Proposal For a Skidsteer Load

9-11-24  
Date

To Whom It May Concern:

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

\$ 56000.00

Total Cash Delivered Price To Ottumwa, Iowa (without trade)  
(This includes everything necessary to get the skidsteer to Ottumwa, IA.)

SR175B CASE 9-30-24

Model Being Bid And Length Of Time Bid Is Valid

2 years

Warranty (Specify)

Will have to order

Delivery Time Required

\$ 35000.00

Total Cash Delivered Price To Ottumwa, Iowa (with trade)  
(This includes everything necessary to get the skidsteer to Ottumwa, IA.)

CASE SR175B 9-30-24

Model Being Bid And Length Of Time Bid Is Valid

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

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

Greiner Implement

Name of Company

By

*Greg Greiner*

Authorized Signature

*president*

Title

641-683-1691

Phone Number

9-11-24

Date

City of Ottumwa

**Recycling Center  
Specifications for Skid-Steer Loader**

Minimum specifications for the bid of a Skid-Steer Loader. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The city reserves the right to reject any or all bids.

Brand of Equipment

CASE

Model Number

SR175B

Dealer Bidding

Greiner Implement Ottumwa, IA

Authorized Dealer for Product Bid: Yes ☒ No ( ). If no, who are you bidding with?

**Dimensions/Performance**

Rated operating capacity minimum 1,500 lbs. 1750 Yes ☒ No ( )

Lift height maximum 114.5 122 Yes ☒ No ( )

Minimum Operating Weight 5,935 Lbs. 6270 Yes ☒ No ( )

Tires 10 x 16.5 cushion solid tires yes

**Engine/Electrical**

4 cylinder, oil cooled, diesel, minimum 46 horse power. 67 Yes ☒ No ( )

Dual element air cleaner Yes ☒ No ( )

Cold weather glow plug assisted starting Yes ☒ No ( )

12 V Battery Yes ☒ No ( )

Alternator 90 amp minimum Yes ☒ No ( )

**Transmission/Drive**

Fully hydrostatic 4 wheel drive Yes ☒ No ( )

Final drive chains shall be endless roller chain (no master link) Yes ☒ No ( )

**Instrumentation**

Loader shall monitor the following functions and provide automatic engine shutdown:

Hour meter Yes ☒ No ( )

Engine Oil Temperature Yes ☒ No ( )

Engine Coolant	Yes ( <input checked="" type="checkbox"/> ) No ( )
Engine Oil Pressure	Yes ( <input checked="" type="checkbox"/> ) No ( )
Hydraulic oil temperature	Yes ( <input checked="" type="checkbox"/> ) No ( )
Air filter condition	Yes ( <input checked="" type="checkbox"/> ) No ( )
Fuel level	Yes ( <input checked="" type="checkbox"/> ) No ( )
Battery condition	Yes ( <input checked="" type="checkbox"/> ) No ( )
Hydraulic oil pressure	Yes ( <input checked="" type="checkbox"/> ) No ( )
Hydraulic filter condition	Yes ( <input checked="" type="checkbox"/> ) No ( )

### Hydraulic System

Hydraulic pump capable of delivering 16.9 gallons per minute minimum Yes (☒) No ( )  
 Front auxiliary hydraulic shall include flush face quick couplers..... Yes (☒) No ( )  
 Hydraulic oil cooler..... Yes (☒) No ( )

### Operator Controls/Safety Equipment

Forward, reverse, speed, steering, lift & tilt shall be control ed by two EH independent hand levers..... Yes (☒) No ( )  
 Revolving yellow light mounted on top of cab..... Yes (☒) No ( )  
 Cab shall have rollover protective structure and falling object protective structure..... Yes (☒) No ( )  
 Cab shall have heater with removable side windows and front door..... Yes (☒) No ( )  
 Loader shall have front and rear work lights..... Yes (☒) No ( )  
 Seat belt and all OSHA safety required devices..... Yes (☒) No ( )  
 Lift arm support device..... Yes (☒) No ( )  
 Horn..... Yes (☒) No ( )  
 Air Conditioning..... Yes (☒) No ( )

### Attachments/ Miscellaneous

68" Heavy Duty bucket with bolt on reversible edge..... Yes (☒) No ( )  
 Backup alarm..... Yes (☒) No ( )  
 Operator training kit/DVD..... Yes (☒) No ( )  
 All attachments must be mounted on a quick change mechanism..... Yes (☒) No ( )  
 Catalytic exhaust purifier for indoor use ..... Yes (☒) No ( )  
 Suspension seat..... Yes (☒) No ( )  
 Quiet Muffler for indoor use ..... Yes (☒) No ( )

### Manuals

Service and repair manuals..... Yes (☒) No ( )  
 Complete parts manual..... Yes (☒) No ( )  
 Operators manual..... Yes (☒) No ( )

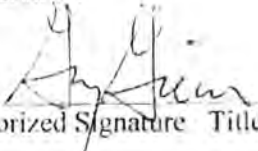
### Warranty



Full factory warranty on parts and labor.....Yes ☒ No ( )  
Specify other.....Yes ( ) No ( )

**Variations:** If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet attached to the bid and labeled as such. All such bids will receive considerations if such deviations do not depart from the intent of the specifications and, are in the best interest of the purchaser. It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications.

Must have all safety shields and safety features that are required by local, state, and federal laws.

 President  
Authorized Signature Title

9-11-24  
Date

Greg Gremer  
Printed Name



Retail Offer

<b>CUSTOMER INFORMATION:</b>	<b>DEALERSHIP</b>
CITY OF OTTUMWA (WPCF) - 6416830641	GREINER IMPLEMENT COMPANY, INC.
2222 S. EMMA STREET	10845 - 73RD STREET
OTTUMWA, IOWA 52501 USA	OTTUMWA, IA 52501 US
	641-683-1691
	Email 16416831693@myfax.com
	SALESPERSON <b>GREG GREINER</b> - 641-683-1691

Retail Offer Number:	0001138810-1	Retail Offer Valid to:	09/30/2024
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Description:	SR175B CASE UNILOADER
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<b>UNITS OFFERED</b>			
<b>Unit # 1 SR175B T4 FINAL S5</b>		List Price	75,397.00
Vehicle / Quote Number:	0701972960	Offered Price	56,000.00
Sales Order Number:		Physical Damage Ins. (Deductible	
VIN/Serial #:		\$/ months)	

Total	\$56,000.00
Down Payment	\$0.00
Total Offer Value	\$56,000.00

<b>FINANCING INFORMATION</b>					
Financed By	N/A	Amount Financed	56,000.00	Term in Months	
Loan Type		Rate Type		Interest Rate	

Retail Offer

Vehicle Configuration					
Vehicle / Quote Number: 0701972980					
NORMAL	NORMAL OFFER		725690	CAB SIDE WINDOWS	
CASE	CASE		761314	HYAC CAB	
SR175BV	SR175BV		761326	BLOCK HEATER	
CE-NA	CE-NA		761042	E-H CONTROLS	
	Base price	54,688.00	761035	PERFORMANCE W/FRONT ELECTRIC	1,160.00
761075	REAR DOOR		761311	E-H CAB LCD DISPLAY	7,471.00
761328	ENGLISH		761300	BASE-E-H	
761334	MULTIFUNC NO RD LGTS		761031	2 SPEED E-H CONTROLS	2,022.00
761323	SELF LEVEL-E-H		761539	EF-2 GOLD CABZ	
761165	RIDE CONTROL		480039	5YR CUSTOMER PORTAL	
761068	STANDARD FLOW AUXILIARY C.U.P.		480031	CONNECTIVITY NA	
8503607	12X16.5 NON-PNEUMATIC (70 OTW)	5,909.00	761147	72" BOLT ON CUTTING EDGE	333.00
463739	STEEL LIGHTS		761142	72" HEAVY DUTY DIRT BUCKET	2,238.00
761062	AIR RIDE SUSPENSION SEAT	561.00	761325	HYDRAULIC COUPLER	1,015.00
761173	FLOOR MAT E-H CONTROLS		464957	TRANSPORT PROTECTION	
761156	GLASS FRONT DOOR			<b>Total List Price</b>	<b>\$75,397.00</b>

**CASE**  
CONSTRUCTION

SINCE 1842

# SKID STEER LOADERS

## *B Series*





## CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Oct 15, 2024

Airport

Department

Jay Wheaton

Prepared By

Jay Wheaton

Department Head



City Administrator Approval

AGENDA TITLE: Approve Resolution # 226-2024 Authorizing the Mayor to sign a contract agreement with Kirkham Michael and Associates Inc.

\*\*\*\*\*

☐

\*\*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 # 226-2024

DISCUSSION: This contract agreement with Kirkham Michael and Associates Inc. is for the survey, design, bid, construction and close out phases for the T-Hanger project at the Ottumwa Regional Airport. The FAA requires a Independent Fee Estimate (IFE) prior to the start of the project. That has been completed by Hadel IFEs LLC out of Overland Park Kansas and is also attached in the packet. The IFE estimate was \$337,200.00. Kirkham Michael fee is \$330,448.90. Which is -\$6,751.10 or 2% less than the estimate. The FAA allows a 10% difference. This is acceptable to the FAA.

Source of Funds: IDOT, FAA and Airport Fund

Budgeted Item:



Budget Amendment Needed: No

**RESOLUTION #226 -2024**

**A RESOLUTION ALLOWING THE MAYOR TO SIGN A CONTRACT WITH KIRKHAM MICHAEL AND ASSOCIATES INC. FOR THE SURVEY, DESIGN, BIDDING, CONSTRUCTION AND CLOSE OUT PHASES AT THE OTTUMWA REGIONAL AIRPORT.**

WHEREAS, The City Council of the City of Ottumwa, Iowa Will Allow the Mayor to sign the contract between Kirkham Michael and Associates Inc. and the City of Ottumwa

WHEREAS, This contract will be for all the phases of the upcoming t-hanger project at the Ottumwa Regional Airport.

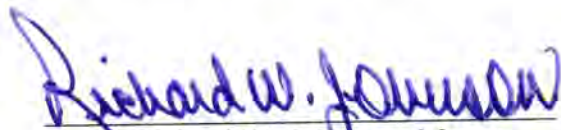
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: Authorizing the Mayor is allowed to sign the contract with Kirkham Michael and Associates Inc. and the City of Ottumwa to start the t-hanger project at the Ottumwa Regional Airport.

APPROVED, PASSED AND ADOPTED THIS 15<sup>th</sup> day of October 2024

ATTEST:

  
  
Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

**HADEL IFE's, LLC**

September 27, 2024

Mr. J. D. Wheaton  
Director of Airport Operations  
Ottumwa Regional Airport (OTM)  
City of Ottumwa  
105 East Third Street  
Ottumwa, Iowa 52501

Re: Independent Fee Estimate (IFE)  
For a Nested Four (or Six) Unit T-Hangar at the Ottumwa Regional Airport (OTM)

Dear Mr. Wheaton:

At your request, we have performed an Independent Fee Estimate (IFE) for the Nested Four (or Six) Unit T-Hangar project for the City of Ottumwa at the Ottumwa Regional Airport. Our review was based on the Scope of Services document prepared by Kirkham, Michael & Associates, Inc.

Based on the project information received, HADEL IFEs, LLC understands the following primary project services to be performed as follows:

**PROPOSED SCOPE OF SERVICES**

**A. BASIC SERVICES**

- Task 1: Design Phase
- Task 2: Bidding Phase
- Task 3: Construction Phase
- Task 4: Closeout Phase

**B. SPECIAL SERVICES**

- Task 1: Field Surveys
- Task 2: Geotechnical Services
- Task 3: Electrical Services
- Task 4: Structural Services
- Task 5: Material Testing

Utilizing the Scope of Services provided, Hadel IFEs, LLC's Independent Fee Estimate is \$337,200.

Table A provides a summary of the estimated costs for the Nested Four (or Six) Unit T-Hangar project. Additionally, attached for your review is a copy of the detailed fee analysis.

Table A: Summary of Estimated Costs

Task No.	BASIC SERVICES	HOURS	LABOR	EXPENSES							Totals
				OFFICE	FIELD	Field Surveys	Geotechnical Services	Electrical Services	Structural Services	Material Testing	
1	Design Phase	447.50	\$83,352.43	\$747.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,100.00
2	Bidding Phase	95.50	\$18,957.61	\$4,542.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,500.00
3	Construction Phase	423.50	\$78,516.97	\$7,309.00	\$7,124.03	\$0.00	\$0.00	\$1,100.00	\$11,450.00	\$0.00	\$105,500.00
4	Closeout Phase	64.00	\$11,416.63	\$983.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,400.00
	<b>Subtotals</b>	<b>1,030.50</b>	<b>\$192,243.63</b>	<b>\$13,582.34</b>	<b>\$7,124.03</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,100.00</b>	<b>\$11,450.00</b>	<b>\$0.00</b>	<b>\$225,500.00</b>

Task No.	SPECIAL SERVICES	HOURS	LABOR	EXPENSES							Totals
				OFFICE	FIELD	Field Surveys	Geotechnical Services	Electrical Services	Structural Services	Material Testing	
1	Field Surveys	0.00	\$0.00	\$0.00	\$0.00	\$6,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,400.00
2	Geotechnical Services	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,700.00	\$0.00	\$0.00	\$0.00	\$17,700.00
3	Electrical Services	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,100.00	\$0.00	\$0.00	\$16,100.00
4	Structural Services	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,100.00	\$0.00	\$51,100.00
5	Material Testing	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,400.00	\$20,400.00
	<b>Subtotals</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,400.00</b>	<b>\$17,700.00</b>	<b>\$16,100.00</b>	<b>\$51,100.00</b>	<b>\$20,400.00</b>	<b>\$111,700.00</b>

	<b>Totals</b>	<b>1,030.50</b>	<b>\$192,243.63</b>	<b>\$13,582.34</b>	<b>\$7,124.03</b>	<b>\$6,400.00</b>	<b>\$17,700.00</b>	<b>\$17,200.00</b>	<b>\$62,550.00</b>	<b>\$20,400.00</b>	<b>\$337,200.00</b>
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Mr. J. D. Wheaton  
Ottumwa Regional Airport  
September 27, 2024  
Page 3

I trust this information is sufficient for your purposes. If you should have any additional questions or comments regarding this information, please contact me at 816-805-1941.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David G. Hadel', is written over a light blue horizontal line.

David G. Hadel, PE  
Manager

Enclosure:

2024-09-22 OTM Hangar Design-Bid-Cserv-Closeout Summary.pdf  
2024-09-22 OTM Hangar Design-Bid-Cserv-Closeout Exhibit 1.pdf  
2024-09-22 OTM Hangar Design-Bid-Cserv-Closeout Exhibit 2.pdf  
2024-09-22 OTM Hangar Design-Bid-Cserv-Closeout Worksheet.pdf

cc: Project File

**Airport Improvement Program (AIP) Project No. \_\_\_\_**  
**Bipartisan Infrastructure Law (BIL) Project No. \_\_\_\_**  
**GAVI Project No. 91240OTM300, Contract No. CNTRT-00005796**  
**Ottumwa Regional Airport**  
**Ottumwa, Iowa**

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of Urbandale, Iowa, hereinafter called the "Consultant" and the City of Ottumwa, Iowa, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1: GENERAL**

The Sponsor agrees to employ the Consultant to provide the services described in Sections 3 through 6 for the following project.

- 1. Extend Hangar 20 approximately 106 feet**
- 2. Add four bays with bi-fold or hydraulically operated hangar doors, with an option for two additional bays as an alternate bid**
- 3. Provide structural design**
- 4. Miscellaneous electrical**

Rob Garber, P.E., will represent the Consultant as Project Engineer, and Eric Johnson, V.P., will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy, and coordination of the design, drawings, reports, surveys, and other items furnished as part of this agreement.

**SECTION 2: PRELIMINARY PHASE**  
"THIS PHASE NOT USED."

**SECTION 3: DESIGN PHASE**

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders, and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Iowa to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Project management and coordination. Coordinate with the Sponsor, the Iowa Department of Transportation (IDOT), and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project.

- b. Conduct a project kickoff meeting via teleconference with the Sponsor and FAA in accordance with AIP Sponsor Guide No. 910 Predesign Conference. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.
- c. Finalize design criteria including a preliminary layout and brief explanation of the improvements.
- d. Prepare detailed plans specifications, contract documents, and Engineer's Design Report. FAA's current (at contract date) Advisory Circular (AC) 150/5370-10, Standards for Specifying Construction of Airports, will be used when preparing the plans and specifications. At a minimum, the Engineer's Design Report will include the following items in accordance with FAA AIP Sponsor Guide No. 920 Engineer's Report.
  - General Scope of Project
  - Photographs
  - Design Standards
  - Airport Operational Safety
  - Site Conditions
  - Material Available
  - Environmental Considerations (Drainage)
  - Underground Utility Lines in Work Areas
  - Miscellaneous Work Items
  - Application of Life Cycle Cost Analysis (as applicable)
  - FAA Owned Facilities
  - Non-AIP work
  - Engineers Estimate
  - Project Schedule
  - Project Budget
  - Sponsor Modifications to Design or Construction Standards
  - DBE Participation
  - Pre-design Meeting Minutes
- e. Present the preliminary results and recommendations at a meeting via teleconference with the sponsor and FAA. Incorporate applicable comments into the final plans and specifications.
- f. Utility coordination
- g. Provide coordination with State Fire Marshal's and Electric offices.
- h. Provide soils investigation geotechnical report for footings and other paving improvements.
- i. Provide structural engineering.
- j. Provide electrical design.
- k. Address any drainage issues.
- l. Pavement design.
- m. Pavement markings.

- n. Provide topographic surveying for completing final design. This will include elevations and measurements of the proposed improvement area. The topographic survey will not be in accordance with AC 150/5300-18B which is for surveying runways.
- o. Prepare a Construction Safety and Phasing Plan (CSPP) in accordance with current Advisory Circular (AC) 150/5370-2.
- p. The consultant agrees to follow the FAA AIP Sponsor Guides (current as of the contract date) numbered below:
  - FAA/AIP Sponsor Guide No. 910 - Predesign Conference
  - FAA AIP Sponsor Guide No. 920 - Engineer's Report
  - FAA AIP Sponsor Guide No. 930 - Plans & Specifications
  - FAA AIP Sponsor Guide No. 940 - Regional Approved Modifications to AC 150/5370-10
  - FAA AIP Sponsor Guide No. 950 - Sponsor Modifications of FAA Standards
  - FAA AIP Sponsor Guide No. 951 - Use of State Standards
  - FAA AIP Sponsor Guide No. 960 - Operational Safety on Airport During Construction
- q. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.
- r. Conduct a plan-in-hand on-site visit at the Airport to review preliminary project plans, specifications, and Engineer's Report prior to submittal. This meeting will include the Airport Manager, Airport Authority, and FAA if able to attend, to verify all improvements are completed and shown on the plans.
- s. Submit plans, specifications, and contract documents for review within 90 days of the date that the Sponsor executed this Agreement.
- t. Prepare and submit electronically FAA Forms 7460-1 for Airspace Analysis for the proposed building addition corners and high points at the peaks and for the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes, and construction limit boundaries for each phase. Submittals will include detailed exhibits.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

#### **SECTION 4: BIDDING PHASE**

Under this phase of the contract the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services.



- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms, and [www.QuestCDN.com](http://www.QuestCDN.com) for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Kirkham Michael. Kirkham Michael shall perform in accordance with AIP Sponsor Guide No. 1010 Bidding.
- b. Mail and/or email Notice to Bidders to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a planholders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results.
- g. Review bidder's qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
  1. Bid date
  2. Summarized bid table
  3. Evaluation of unit price extensions and total base bid, including an error check
  4. Addendums and acknowledgements
  5. Additional insured cost, if any
  6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any), review for compliance with Sponsor's DBE program requirements
  7. Buy American compliance
  8. Confirmation of bidder's signature on proposal form
  9. Bid guarantee
  10. Pre-qualification requirements
  11. Pre-bid meeting (if any)
  12. Review of qualifications
  13. Debarment list verification
  14. Provide list of subcontractors
  15. Recommendation to award
- i. Conduct one teleconference to present bids to the Sponsor.
- j. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 Contract Award.
- k. After FAA's and Sponsor's approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to FAA, Sponsor, and Contractor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor and FAA. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

#### **SECTION 5: CONSTRUCTION PHASE**

(INCLUDES OBSERVATION)

Based on estimated 100 Working Days (Estimated Construction Contract Time)

Under this phase the Consultant agrees to perform the following services.

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide up to 5 sets of plans and specifications to the Construction Contractor for their use.
- b. Prepare and submit Quarterly Performance Reports.
- c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 3 site visits: 1 visit at the start of construction, 1 during, and 1 visit at substantial completion, for a total of 3 visits (estimated).
- d. Review shop drawings and all materials data submitted by Construction Contractors for general compliance with design concepts. Kirkham Michael's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities, and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
- e. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 Preconstruction Conference. Submit a formal report of the conference discussions.
- f. Upon receipt of FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor.
- g. Provide part-time on-site construction observation for building erection and miscellaneous grading. Provide full-time observation during site work, paving, and foundation placement. Observations shall be in accordance with AIP Sponsor Guide No. 1030 Construction Observation. A Construction Observation/Management Program will not be prepared.
- h. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor, NDOT, and FAA.
- i. Provide weekly photo log with the construction reports for each week that the contractor is on-site from the start of construction until substantial completion.
- j. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O. requirements per AIP Sponsor Guide No. Labor Provisions: Development Projects and Guide No. 1073 Monitoring Labor and Civil Rights Requirements Development Projects. Provide Davis-Bacon compliance documentation to Sponsor during the project closeout.

- k. Prepare and negotiate construction contract modifications, change orders, and supplemental agreements per AIP Sponsor Guide No. 1080 Contract Modifications.
- l. Review amounts owed to construction contractors and prepare progress estimate forms certified by the Construction Contractor(s).
- m. Arrange and conduct substantial completion walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- n. Arrange and attend final inspection.

This phase will be complete upon completion of all items listed above.

#### **SECTION 5A: CLOSEOUT PHASE**

Under this phase, the Consultant agrees to perform the following services for final closeout documents which shall be provided to FAA within 90 days of the final acceptance date (per FAA AIP Sponsor Guide No. 1610 Development Project Closeout) and prior to the consultant's final pay request.

- a. Sponsor Certification for Final Acceptance
- b. Final Inspection Report Form 5100-17
- c. Final Outlay Report (SF-271)
- d. Final Federal Financial Report (SF-425)
- e. Final Project Cost Summary
- f. Summary of DBE Utilization – to be included in the Final Construction Report
- g. Final Construction Report – one copy each to Sponsor and FAA
- h. As-built Drawings – provide pdf set to the FAA.
- i. As-built Airport Layout Plan – **will** be completed.

#### **SECTION 6: SPECIAL SERVICES**

Under this phase, the Consultant will provide the following services. Services not listed in Sections 3 through 6 can only be added by supplemental agreement to this contract.

- a. Structural engineering by Performance Engineering, 11811 Fort Street, Suite 104, Omaha, Nebraska 68164. This will include design and bidding services.
- b. Electrical engineering by Morrissey Engineering, 4940 N. 118th Street, Omaha, Nebraska 68164. This will include design and bidding services.
- c. Geotechnical engineering and testing laboratory services by Thiele Geotech Inc., 13478 Chandler Road, Omaha, NE. This will include the geotechnical report.

## SECTION 7: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. "THIS PHASE NOT USED."

Section 3: Design Phase. Payment for the items included in Section 3: Design Phase shall be made based on the Lump Sum of \$169,789.69. Payment shall be due according to the following payment schedule:

Due monthly for incurred charges and expenses based on detailed invoices.

Section 4: Bidding Phase. Payment for the items included in Section 4: Bid Phase shall be made based on the Lump Sum of \$20,111.54. Payment shall be due according to the following schedule:

Due monthly for incurred charges and expenses based on detailed invoices.

Section 5: Construction Phase. Payment for the items included in Section 5: Construction Phase shall be made based on direct salary, overhead costs, and reimbursable expenses incurred plus a fixed payment of \$11,757.41 and subcontract costs. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 will not be greater than the "Not-to-Exceed" (NTE) amount of \$129,185.84 if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 is not exceeded. If construction contract time is exceeded or the scope of services is increased, then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 5A: Closeout Phase. Payment for the items included in Section 5A: Closeout Phase shall be the lump sum of \$11,361.84. Payment shall be due according to the following payment schedule:

Due when the final closeout documents are submitted to the FAA.

Section 6: Special Services. Structural engineering services are estimated to be \$5,000.00 (under Exhibit A Design Phase) and \$250.00 (under Exhibit B Bidding Phase). Electrical engineering services are estimated to be \$5,000.00 (under Exhibit A Design Phase) and \$800.00 (under Exhibit B Bidding Phase). Geotechnical engineering services and testing laboratory services are estimated to be \$11,609.50 (under Exhibit A Design Phase). The estimated amount may be increased with (1) prior modification from the Consultant and approval from the Sponsor and (2) execution of a supplemental agreement to this contract.

Payment shall be due monthly for incurred charges and expense based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.



If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Section 7: Payment Provisions and Adjustments. All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of consultant services changes, causing an increase or decrease in the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Exhibits shall break out hours, rates, and fees necessary for determination of reasonableness of cost.

Federal Contract Provisions dated May 24, 2023, are attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

Kirkham Michael General Terms and Conditions (exhibit A) is attached to this Agreement and are incorporated as an integral part of this agreement.

**APPROVALS.**

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with copies to be filed with the Federal Aviation Administration.

**CONSULTING FIRM**

Kirkham, Michael & Associates, Inc.  
4390 114<sup>th</sup> Street  
Urbandale, Iowa 50322

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Eric W. Johnson  
Vice President

**AIRPORT SPONSOR**

City of Ottumwa, Iowa  
105 East Third Street  
Ottumwa, Iowa 52501

\_\_\_\_\_  
ATTEST

*Christina Reinhard*  
City Clerk

\_\_\_\_\_  
Title

*Richard W. Johnson*  
Mayor



## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR",  
"BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE  
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR"  
OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER  
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO  
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING  
CONTRACTS WITH THE A/E.

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## **PROVISIONS APPLICABLE TO ALL CONTRACTS**

### **ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.334  
2 CFR § 200.337  
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **CIVIL RIGHTS – TITLE VI ASSURANCES**

Reference: 49 USC § 47123  
FAA Order 1400.11

#### **Title VI Solicitation Notice**

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

**Nondiscrimination Requirements / Title VI Clauses for Compliance**

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.



## **SEISMIC SAFETY**

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

## **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

### **DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR § 60-1.4  
41 CFR § 60-4.3  
Executive Order 11246

#### **Equal Opportunity Clause**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **PROHIBITION OF SEGREGATED FACILITIES**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact



segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## **TERMINATION OF CONTRACT**

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

### Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

##### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR Part 180 (Subpart B)  
2 CFR Part 200, Appendix II(H)  
2 CFR Part 1200  
DOT Order 4200.5  
Executive Orders 12549 and 12689

##### **Certification of Offeror/Bidder Regarding Debarment**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

##### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
2 CFR § 5.5(b)  
40 USC § 3702  
40 USC § 3704

##### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

##### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

##### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

#### Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 2 CFR Part 200, Appendix II(G)  
42 USC § 7401, et seq  
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

#### **Bid Information Submitted as a matter of *responsiveness*:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Bid Information submitted as a matter of bidder responsibility:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Solicitation Language (Race/Gender Neutral Means)*

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

*Prime Contracts (Contracts Covered by a DBE Program)*

*Contract Assurance (49 CFR § 26.13)*

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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# Exhibit A



## General Terms and Conditions

### 1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

### 2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

### 3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

### 4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

### 5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

# Exhibit A



## General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

### 6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

### 7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

### 8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

### 9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

### 10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

### 11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

### 12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

### 13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

### 14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

### 15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

## Exhibit A



### General Terms and Conditions

#### 16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

#### 17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

#### 18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

#### 19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

#### 20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.



received  
10-8-2024 10:55AM

Item No. I.-2

Revised  
10-8-2024

## CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Oct 15, 2024

Administration

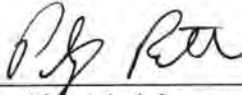
Department

Travis Lawrence

Prepared By

Phil Rath

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 228-2024, approving a contract with Revize LLC for the development, redesign, and hosting of a custom municipal website for \$44,600 for the first year and \$6,900 per year for subsequent years, with the option of splitting the initial price up over the first three years.

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☐

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

RECOMMENDATION: Pass and adopt Resolution No. 228-2024

DISCUSSION: An RFP for the creation and hosting of a new City of Ottumwa website was posted on August 30, 2024, to the current City of Ottumwa website and directly sent to Neapolitan Labs, Hill Productions, Revize, CivicPlus, de Novo, and Global Reach.

Proposals were received and opened by the City of Ottumwa on September 20, 2024 at 2:00 p.m. Eight (8) bids were received from vTech Solutions, Nation Media, JIL Ventures, Tech Kooks, de Novo, Global Reach, CivicPlus, and Revize.

Source of Funds: GENERAL FUND

Budgeted Item:

☐

Budget Amendment Needed: Yes



Neapolitan Labs, our current provider, contacted the City on Monday, September 23, 2024, via email. They were not confident in the ability to provide all the requests in the RFP. After speaking directly with CivicPlus and Global Reach during information gathering and visiting many other city websites, no requests outside what is normally offered for services were placed in the RFP.

Proposals were reviewed on September 27, 2024, by Phil Rath, Zach Simonson, Edward Wilson, Quinton Lunt, Katy King, Chris Reinhard, and Travis Lawrence. After the review process, Revize was chosen as the best option for the City.

The cost for the new website is \$44,600 for the first year and \$6,900 per year for subsequent years. Revize does offer the ability to split the initial project costs up over the first three years, making the first three years \$19,466.67 per year. This item is not budgeted for and will require a budget amendment. Funds will be from the General Fund. This price includes the development of a new City of Ottumwa website, training, the annual software subscriptions, updates, backups, disaster recovery, unlimited tech support, fast response times, four (4) content management system upgrades per year, unlimited users, biannual scanning and fixing of any ADA compliance concerns, web storage, SSL certification, increased efficiency with use of the document center, a website redesign every four (4) years, and the ability to do the following:

- add and modify pages without having to contact the provider
- create online forms that can be translated by the website
- track form submissions to check status and read any update notes
- take reservations for park shelters and events online,
- take payments online for items like park reservations
- give citizens the opportunity to receive newsletters and alerts via text and email
- check for ADA compliance prior to posting changes to the website
- provide an interactive map for items like meetings, events, and local attractions
- create a more user-friendly calendar that shows more than meetings
- share items on social media when they are posted to the site
- create a blog for administrators to connect with constituents and allow optional feedback
- create an intranet for employees
- create an audit trail for website activities

Revize uses a proprietary content management system (CMS) versus the commonly seen WordPress system that many companies use. Multiple staff members have concerns about the use of WordPress due to their system possibly taking down our website with an update and the potential for required upgrades bringing in an unexpected bill. Our current provider uses the WordPress system. The Revize system has proven to be stable and all updates/upgrades are included as part of the annual fee.

In April of 2024, the Justice Department set the minimum ADA compliance standard for state and local websites to WCAG (web content accessibility guidelines) 2.1 AA. The City of Ottumwa's current website does not meet these standards. Our current website was approved by City Council in April of 2018 and WCAG 2.1 was released in June of 2018. It is likely our website was built to WCAG 2.0 standards and no thought has been given to it by any party until this summer. The compliance deadline for communities larger than 50,000 people is April of 2026 and April of 2027 for communities less than 50,000 people. It is staff's concern that waiting will increase costs due to an increase in demand, increase the timeline of the project, and/or leave lesser qualified companies as the options to work with. Half of the proposals received were from companies that have not done a city website prior. One company only had one prior.

The contract with Neapolitan Labs ended in July of 2024. Staff felt it was best to put out an RFP to help assure ADA compliance and add tools to the City for better transparency and increased efficiency. Neapolitan Labs has agreed to host our website until we have a new one launched.

RESOLUTION NO. 228-2024

RESOLUTION APPROVING A CONTRACT WITH REVIZE LLC FOR THE DEVELOPMENT,  
REDESIGN, AND HOSTING OF A CUSTOM MUNICIPAL WEBSITE

WHEREAS, the City of Ottumwa enter into a four (4) year contract with Revize LLC for the following website related services:

- Development of a new City of Ottumwa website
- Training on features and modifications of new City of Ottumwa website
- Annual software subscription
- Tech support
- Web hosting
- Software updates
- Unlimited users
- Web storage
- Web bandwidth allotment
- SSL certification;

WHEREAS, the City of Ottumwa agrees to pay Revize LLC \$44,600.00 for the first year of service with three (3) additional years at \$6,900 per year;

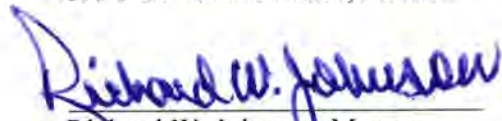
WHEREAS, the City of Ottumwa has the option of splitting initial project costs up over the first three years of the contract.

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

That the aforementioned contract be approved and work commence on the creation of a new City of Ottumwa website in partnership with Revize LLC.

PASSED, ADOPTED and APPROVED this 15<sup>th</sup> day of October 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



**REQUEST FOR PROPOSALS**  
**CITY OF OTTUMWA, IOWA, WEBSITE REDESIGN,**  
**DEVELOPMENT, AND HOSTING**

**Issue Date: Friday, August 30, 2024**

**Submissions Due:**  
**Friday, September 20, 2024 at 2:00 P.M. CST**

City of Ottumwa  
210 West Main Street  
Ottumwa, IA 52501  
[ottumwa.us](http://ottumwa.us)



## **I. STATEMENT OF PURPOSE**

The City of Ottumwa (the “City”) is seeking proposals for the redesign and reformat of its website, to include hosting and other services after its launch. The goal for the website includes, but is not limited to:

- Improving communication between the City and its constituents
- Promoting community and economic development
- Supporting special events within the community
- Enhancing the City’s image and identity
- Delivering e-government services
- Providing 24-hour access to City information, forms, and make inquiries to minimize phone calls, in-person visits, and outgoing mail that would otherwise occur

### **General Requirements Include:**

- Intuitive, mobile-friendly design for simple navigation. Minimal clicks to find the desired information
- ADA compliance to at least current federal standards
- A home page header with slide show and video capabilities. Users must have the ability to change images or video, whichever is being used.
- Photo header on other sections of the website with the ability to have different photos for each section/department and the ability to change the photos as desired
- Ability to embed photos, video, and other web-based media into the website
- Standard website features while maintaining a unique and consistent look
- Easy back end usage by City staff, including resources available for trouble shooting prior to contacting vendor
- Ability to add features as technology changes
- Search engine optimization
- Detailed analytics reporting
- Minimal downtime
- Fully functional on major browsers and mobile platforms

### **Must Have Features Include:**

- Robust, intuitive search functionality
- Current events/calendar and announcements on the home page
- Email subscription program for an e-newsletter and public service announcements
- Ability to post and download forms and securely submit online

- Ability to create our own online fill-in forms and direct submissions directly to the correct department
- Ability to post and store meeting related items, like agendas, minutes, video links, etc.
- Online reservation and payment system
- Searchable directory
- Online job postings
- ADA compliance tool to check for basic compliance prior to making a change or adding items to the website
- A way to translate the page to, at a minimum, Spanish
- Ability for staff to make pages for each group (boards, commissions, etc.) that desires one

## **II. INTRODUCTION AND BACKGROUND**

The City of Ottumwa is soliciting a vendor with the desire, experience, and talent to develop a superior plan or “blueprint” for its website. Most importantly, the website must be designed from the customer’s perspective. The City will pursue vendors with proven track records in providing municipal websites together with ongoing technical support, maintenance, and upgrades.

It is the City’s goal to design a website that best meets the needs of residents, businesses, visitors, staff, and other stakeholders. Improvements or suggestions to any condition in the RFP are welcome and should be explained in the proposal.

Both this document and the winning proposal will be considered contractual components.

The City of Ottumwa is currently partnered with Neapolitan Labs and is using their content management system. The current iteration of the website, ottumwa.us, was designed and launched by Neapolitan Labs in 2018.

## **III. SCOPE OF WORK**

The proposer will redesign the City of Ottumwa website, including a new design, a new website structure, and use of a new CMS, or external content management system provided by the contractor. A final scope of work will be developed by agreement with the City and the proposer. The following acts only as a preliminary scope to generally communicate the City’s expectations. Proposals for redesign of the website and CMS should include or account for, but not be limited to, the following:

1. Creation of a highly useable website using dynamic design and organization that will allow users to easily find information
2. Convey a sense of place and organizational culture consistent with the City's brand
3. Demonstrate the City's commitment to transparency and high-quality customer service by increasing measurable public self-service options
4. Act as a marketing tool for the City of Ottumwa, providing users with news about City projects and events
5. Consolidate and migrate existing content to the new website
6. Incorporate various specific needs of each department and the community into the overall design
7. Consolidating other City related websites, like beachottumwa.com and ottumwarecycles.com, into the new City of Ottumwa website so they meet the same standards required by the main website

## **DEVELOPMENT OBJECTIVES**

The City of Ottumwa would like to create a customer-focused website using intuitive navigation controls that will allow for easy access to information by site visitors. The City would like to redesign the current website using the latest technology.

### **Site Navigation and Organization**

The site navigation should use modern tools/techniques to help guide visitors to their desired information. The site should incorporate, but not be limited to, these strategies:

- User-centric design and organization
- Intuitive search functionality and menu system as the primary navigation tools
- Each department will have its own main page to guide visitors to department specific news and services
- Each board or commission will have the option of having their own page to showcase specific news and accomplishments

### **Content Management System**

The vendor shall provide a comprehensive, easy to use CMS solution as part of the proposal. The CMS software proposed should not be a beta, release candidate, other early adopter technology, or easily susceptible to hacking.

### **Calendar Program**

The City is looking for a flexible calendar program. The calendar should be easy to understand and interact with. The ability to add a specific day's hyperlinked events that can lead to either a web page or a document is desired.

### **Email Subscription**

The City of Ottumwa would like the ability for visitors to sign up to a mailing list for various communications such as e-notifications and subscription-based newsletters. This needs to meet, or exceed, any current security compliances.

### **Maps**

Incorporate the City's GIS maps and/or data and show aerial and street level views of City buildings, parks, facilities, etc.

### **Online Newsroom/Calendar**

Ability to post news to a page or pages on the site. News should have the ability to be automatically archived in an easily retrievable manner at a predefined time after publishing and scheduled to be published and auto-removed at a future date and time. News headlines should have the option to be displayed on the homepage in an order defined by staff.

### **Embedding**

The ability to embed photographs, video, and other media in website pages.

### **Browser/Device Compatibility**

Responsive site design. Any new website design for this project should be easily viewable from a desktop, tablet, or mobile device of any manufacture. The user experience should be similar across all devices, allowing for differences in device layouts or requirements.

Fully functional, both viewing and editing, with the major browsers and operating systems on a PC and Mac. The City of Ottumwa uses PCs so that should take priority for back end use if one is to be chosen over the other on features.



## **Hosting**

The website company will provide hosting of the website. Downtime should be minimal and must be transparent to the user with processes and procedures to preclude data loss and file corruption.

## **Website Analytics**

Analytics tracking and reporting must be easily available to allow for website visitor tracking, page tracking, etc.

## **ADA Compliance**

Comply with Americans with Disabilities Act and current and future web standards.

- Site should be accessible to those with disabilities. The final design must comply with current and future standards and guidelines.
- Site should have the ability to scale fonts on each page.

## **Search Engine Optimization**

Search engine optimization (SEO) and site search functionality. The site should provide for search engine optimization to allow the highest possible ranking of the individual pages within the site from all major search providers.

## **Data Migration**

Data and file migration from existing site and integration into new site, understanding that this RFP provides the City with the opportunity to restructure and update its content. Proposals should include the necessary process for migrating the data and files from existing site into any new or upgraded CMS. This includes indexing and integrating existing content into the new design and navigation structure.

## **Knowledge Transfer and Skills Training**

The newly designed website will bring new technologies to the City and new ways to use existing technologies. The City expects the vendor to work closely with the City's Public Information Officer and other key staff members to answer questions and give demonstrations on the new site features. Describe how your company will provide initial training for the City's appointed content users. In addition, describe how you will provide on-going support by job title, including project management, development, help desk support, and training as separate items. Preference will be given to vendors who provide

support as an unlimited part of ongoing services, within reason, rather than a pay-per-use system that discourages customer questions and interaction.

#### **Long-Term Management**

Include a strategy for the long-term management of the website's architecture and CMS.

### **IV. TIMELINE**

The City has set the following timeline and process for this Request for Proposal:

RFP Release Date	Friday, August 30, 2024
Deadline to Submit Written Questions	Friday, September 6, 2024
Responses to Questions Issued by City	Friday, September 13, 2024
Proposal Due Date	Friday, September 20, 2024 @ 2:00 P.M. CST
Review Responses	September 23-27, 2024
Award Contract	Upon City Council Approval
Tentative Start Date	End of October

All questions related to this Request for Proposal must be submitted in writing to Philip Rath at [rathp@ottumwa.us](mailto:rathp@ottumwa.us) no later than 2:00 P.M. on Friday, September 20, 2024. Any questions and associated responses will be provided to those bidders who have submitted a notice of intent to apply.

Prior to final selection, proposers may be required to submit additional written or oral information regarding the proposer's qualifications and experience that the City may deem necessary to further clarify and evaluate qualifications.

This RFP does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the proposer in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the proposer prior to the execution of a contract agreement.

The City reserves the right to accept or reject any or all proposals, waive technicalities or irregularities, and to accept any proposal if such action is believed to be in the best interest of the City. Additionally, the City reserves the right to award a contract to the next most qualified proposer if the successful proposer does not execute a contract within thirty (30) days after

award of the proposal. The City reserves the right to negotiate any or all items and terms of the proposal including the segmenting of legal services by general municipal law, labor/personnel law, prosecution, and special legal matters among various legal firms deemed in the best interest of the City.

A proposal may not be withdrawn before the expiration of one hundred twenty (120) days from the proposal due date.

## **V. SUBMISSION REQUIREMENTS**

Proposals should demonstrate the qualifications, experience, service level, cost of services, competence, and capability of the firm. The City of Ottumwa considers qualified firms to be those that demonstrate the appropriate experience, capability, knowledge, and financial ability to implement the Scope of Work outlined in this RFP.

Response to this RFP MUST be clearly marked – RFP – City of Ottumwa Website Redesign and Hosting

Submit four (4) hard copies of the entire response. A PDF must also be sent to [reinhardc@ottumwa.us](mailto:reinhardc@ottumwa.us) with “RFP – City of Ottumwa Website Redesign and Hosting” in the subject line.

Sealed proposals should be sent or hand delivered to:

Office of City Clerk  
City of Ottumwa, IA  
City Hall  
210 West Main Street  
Ottumwa, IA 52501

Request for Proposals shall be signed by a qualified principal of the proposing entity. All submittals shall become the property of the City. No public opening will be held. Proposals must Reference “RFP – City of Ottumwa Website Redesign and Hosting” on the exterior of the sealed proposal and are required to submit the following items in order to be considered:

- Completed RFP Cover Sheet (Attachment A), signed by an authorized representative of bidding and include all information requested on the RFP Cover Sheet.
- Completed Non-Collusion Affidavit (Attachment B).
- Outline of work plan and timeline for project.

- Proposed Project Team Members: Include a description of the organization, an organizational chart, and the primary role and responsibility of each team member. Clearly designate the team leader for this project and the responsibilities of other contributing members. If specific members have not been chosen, a job title and their duties will suffice until a member has been chosen.
- Individual Experience: Include information on the background of key members and detail their specific contributions to past projects, as related to this project.
- Specific Project Experience: Provide examples of similar successfully executed projects. Be sure to include at least one project that involved generation of a municipal website.
- Affirmative statement regarding ability to start immediately upon award of the contract.
- Additional suggested and/or proposed steps, actions, or deliverables which members of the firm deem advisable, along with associated costs, are welcome.
- A list of additional features. Please identify if these features are included as part of the solution or if they are optional add-ons. Please include their associated cost (set up and annual, if applicable) – if it is included, designate as such.
- At least three (3) references for similar projects completed within the last five years. Include the name, telephone number, and email address. List services provided to each client.

## **VI. COMPENSATION/FEEES**

For this project, please follow the following:

1. Separate the cost of website development from that of providing annual services.
2. Project Cost: Include a proposal as a separate attachment showing a not-to-exceed cost of your proposed services. Include a breakdown of cost for each task or deliverable. While cost will be a factor, the City is not required to accept the lowest cost proposal and selection of the successful consultant will be based on the proposal deemed to be in the best interest of the City.



## **VII. EVALUATION CRITERIA**

The following elements will be considered on a weighted basis in evaluating proposals for selecting the consultant for this project:

- Proposal Response (20 pts.). How well does the proposal meet the requirements of the RFP?
- Assistance Availability (10 pts.). What kind of support is offered before and after the launch of the new website?
- Additional Features (10 pts.). What additional features are available to both the City and end user beyond the required items of the RFP?
- End Product Ease of Use (15 pts.). How easy is the site to navigate and use for the end user?
- Back End Ease of Use (15 pts.). How easy is it to change and update the site for City staff while keeping it ADA compliant?
- Cost (10 pts.). How much will the site cost to create, launch, host, upgrade, and maintain?
- Reputation and Qualifications (10 pts.). What is the reputation of the proposing entity and what are the qualifications of those that will work on the site?
- Proposed Timeline (10 pts.). How long will it take to get the site up and running?

Proposals will be reviewed by an internal committee where proposals will be evaluated and ranked. Proposing firms may be asked to participate in an interview to further discuss qualification and to answer questions from the Committee.

**The City reserves the right to modify these terms and negotiate a final contract with the recommended proposer. The City also reserves the right to reject any or all proposals.**

**The City further reserves the right to disqualify any proposer who, during the past five years, has had an agreement or contract canceled, or threatened to be canceled, by a public agency for cause, including either failure to perform or illegal activity.**

## **VIII. CONFLICT OF INTEREST**

Disclose any conflicts or perceived conflicts of interest. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

**ATTACHMENT A**

**CITY OF OTTUMWA, IOWA**

**CITY OF OTTUMWA WEBSITE REDESIGN AND HOSTING**

---

Name of Company

---

Street

City

State

Zip

---

Type of Company: Corporation, LLC, etc.

---

Contact Person's Name

Title

---

Contact Info

E-Mail

Phone

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

---

Signature of Authorized Representative

Date

## ATTACHMENT B

### NON-COLLUSION AFFIDAVIT

The Proposer hereby certifies:

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

---

Name of Company

---

Street Address (City, State, Zip Code)

---

Signature

---

Print

---

Title

**ATTACHMENT A**

**CITY OF OTTUMWA, IOWA**

**CITY OF OTTUMWA WEBSITE REDESIGN AND HOSTING**

Revize LLC

Name of Company

150 Kirts Blvd.

Troy

MI

48084

Street

City

State

Zip

S Corp

Type of Company: Corporation, LLC, etc.

Thomas Jean

Program Manager

Contact Person's Name

Title

thomas.jean@revize.com

248.269.9263 ext.8035

Contact Info

E-Mail

Phone

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

9/20/2024



Signature of Authorized Representative

Date



## ATTACHMENT B

### NON-COLLUSION AFFIDAVIT

The Proposer hereby certifies:

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

Revize LLC

150 Kirts Blvd. Troy, MI 48064

Name of Company

Street Address (City, State, Zip Code)



Thomas Jean

Signature

Print

Program Manager

Title

# revize.

The Government Website Experts

## WEBSITE PROPOSAL FOR The City of Ottumwa, Iowa

**Revize is a Minority Business Enterprise (MBE)**

Prepared by Thomas J. Jean

Thomas.Jean@revize.com

150 Kirts Blvd. Troy, MI 48064

Ph: 248-269-9263 x8035 Fax: 866-346-8880

www.revize.com September 19, 2024

**received**  
9/20/24 @ 10:30am



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## Revize Iowa Clients!

- Altoona, IA [www.altoona-iowa.com](http://www.altoona-iowa.com)
- Anamosa, IA [www.anamosa-iowa.org](http://www.anamosa-iowa.org)
- Bettendorf, IA [www.bettendorf.org](http://www.bettendorf.org)
- Bremer County, IA [www.co.bremer.ia.us](http://www.co.bremer.ia.us)
- Buchanan County, IA [www.buchanancountyiowa.org](http://www.buchanancountyiowa.org)
- Calhoun County, IA [www.calhouncountyiowa.com](http://www.calhouncountyiowa.com)
- Cedar Rapids, IA [www.cedar-rapids.org](http://www.cedar-rapids.org)
- Des Moines, IA [www.dsm.city](http://www.dsm.city)
- Estherville, IA [www.cityofestherville.org](http://www.cityofestherville.org)
- Hamilton County, IA [www.hamiltoncounty.org](http://www.hamiltoncounty.org)
- Humboldt County, IA [www.humboldtcountyia.org](http://www.humboldtcountyia.org)
- Norwalk, IA [www.norwalk.iowa.gov](http://www.norwalk.iowa.gov)
- Webster County, IA [www.webstercountyia.gov](http://www.webstercountyia.gov)
- And Many More!



## Revize Clients!

- Clark County, NV [www.clarkcountynv.gov](http://www.clarkcountynv.gov)
- Des Moines, IA [www.dsm.city](http://www.dsm.city)
- Eagle County, CO [www.eaglecounty.us](http://www.eaglecounty.us)
- Glencoe, IL [www.villageofglencoe.org](http://www.villageofglencoe.org)
- Golden, CO [www.cityofgolden.gov](http://www.cityofgolden.gov)
- Largo, FL [www.largo.com](http://www.largo.com)
- Myrtle Beach, SC [www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)
- New Bern, NC [www.newbern-nc.org](http://www.newbern-nc.org)
- Olympia, WA [www.olympiawa.gov](http://www.olympiawa.gov)
- St. Petersburg, FL [www.stpete.org](http://www.stpete.org)
- Troy, MI [www.troymi.gov](http://www.troymi.gov)
- And Many More!

**Colleen Roberts, New Bern, NC - Public Information Officer**

"Revize is a beehive of creative thinkers who are interested in putting your organization's communication objectives front and center. They're extremely easy to work with and they're engaged every step of the way. Before, during and after Revize did our site build, they were super responsive any time we had questions or concerns. & they're always open to new ideas too. We couldn't be happier!"





## Revize Government Websites Proposal

Dear City of Ottumwa Iowa,

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high-quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as a testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user-friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

### Some of our great clients include:

- City of Largo, FL [www.largo.com](http://www.largo.com)
- New Bern, NC [www.newbern-nc.org](http://www.newbern-nc.org)
- City of San Carlos, CA [www.cityofsancarlos.org](http://www.cityofsancarlos.org)
- City of St. Petersburg, FL [www.stpete.org](http://www.stpete.org)
- City of Des Moines, IA [www.dsm.city](http://www.dsm.city)
- And Many More!

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

**Government clients select Revize because we can help them**

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

---

“Revize Websites build engagement  
with your constituents.”

---

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community's website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,



Thomas J. Jean  
Project Manager  
248-269-9263 x8035  
[Thomas.Jean@revize.com](mailto:Thomas.Jean@revize.com)

# Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

## About Us

With approximately 3,000 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

## Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.



## Revize Government Websites Proposal

Here you will find the communication tools you need such as:

- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

### Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

### Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.



### Did you know?

Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!

## Company Profile

**FOUNDED**

1995

**HEADQUARTERS**

150 Kirts Blvd.  
Troy, MI 48084

**PHONE**

248-269-9263

**WEB SITE**

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

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 3,000 websites launched in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

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“The empowerment of people  
through simplified information  
management technologies.”

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Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many



municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information – ensuring that the right people always have the right information at the right time.

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“We are proud of our award winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry’s top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.”

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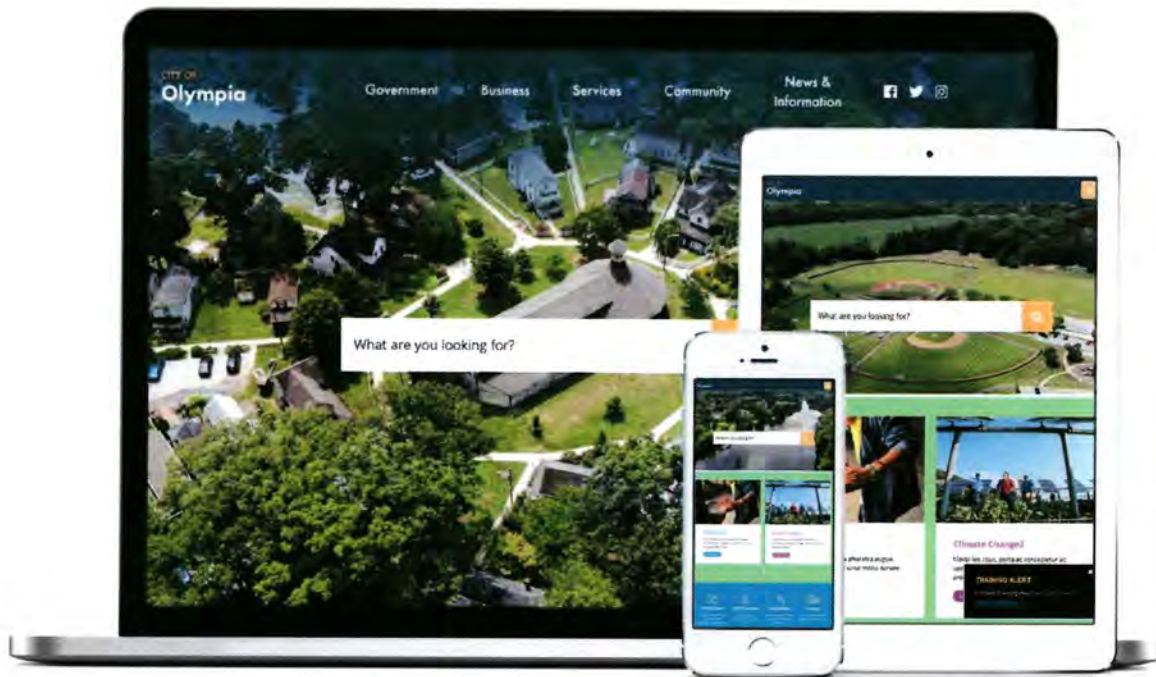
**Did you know?**

Revize has won national awards for our websites!

# Government Project Experience

The City of Olympia, Washington

[www.olympiawa.gov](http://www.olympiawa.gov)



3CMA Savvy Award Winner

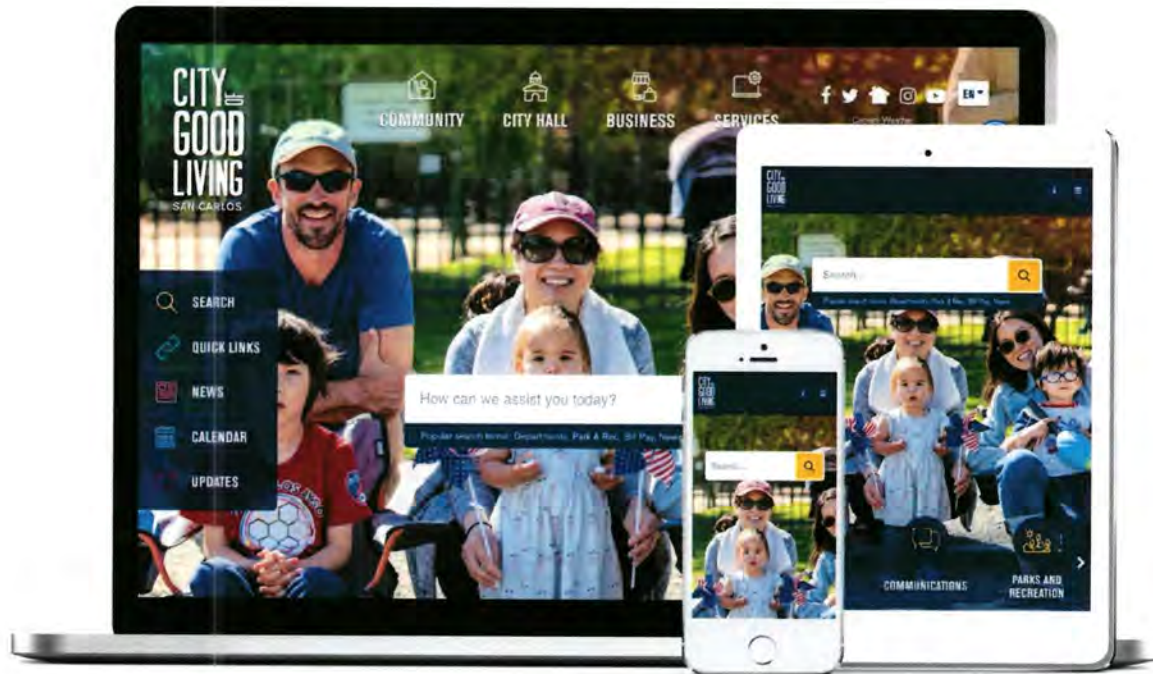
## Details:

The City of Olympia, the Capitol City of Washington, presented a unique opportunity for Revize and the City's web team. This website features an extremely innovative homepage. As users scroll from one section to the next, they can explore different trending topics, services, news, events, and much more in an extremely modern fashion. We built this website to be one of the most visually inspiring, but also most functional websites in the United States. With the unique design coupled with features such as a curated "smart search" feature and online interactive forms, this website makes a strong case for that title!



## City of San Carlos, California

[www.cityofsancarlos.org](http://www.cityofsancarlos.org)



Horizon Interactive Award Winner

### Details:

The City of Arcadia, California chose Revize because they wanted a website that was highly customized to their needs. In this site, we built unique designs for the city and recreation department. Each one has its own unique look and feel while maintaining the brand. This site also includes our proprietary “curated search” feature. This feature puts you in control of the search results on the site. You get to decide which results display based on the search criteria your users input into the search. This allows them to find the results they are looking for instantly!

## The City of New Bern, North Carolina

[www.newbernnc.gov](http://www.newbernnc.gov)



### Details:

New Bern, North Carolina wanted a design unlike any City out there. With this design we pushed the limit of what people think when they see a City website. We integrated a drone video that plays on the full width homepage. In addition, this site features more scrolling than you may notice on more traditional websites. That is a good thing! Users are now, more than ever, viewing websites on their hand-held devices. Some estimates say this is as high as 60% of all internet usage! With more scrolling we are able to give the user a lot of information, without having to squeeze it into such a small space. We use images, icons, and interactive features to create an experience for the user. This type of design also allows us to extend the City's brand in a way that is unmatched in the industry!



## Tipton County, Tennessee

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



### Details:

Tipton County is located on the Mississippi River north of Memphis and is one of the fastest growing counties in the state. Because of this fact, the website needed to refocus its attention. In addition to resident services, this website has a focus on economic development. To achieve this, we started off by integrating a drone video. That video instantly showcases the growth in industry that Tipton is experiencing. As you scroll down the website, this business-friendly atmosphere is intertwined with resident engagement features. Each department has their own icon that is used to identify them uniquely. The interior pages have distinctive features that make them stand out as if they were stand-alone websites. With its service for residents and its appeal to the business community, this is the next generation of government websites.

## The Village of Glencoe, Illinois

[www.villageofglenceo.org](http://www.villageofglenceo.org)

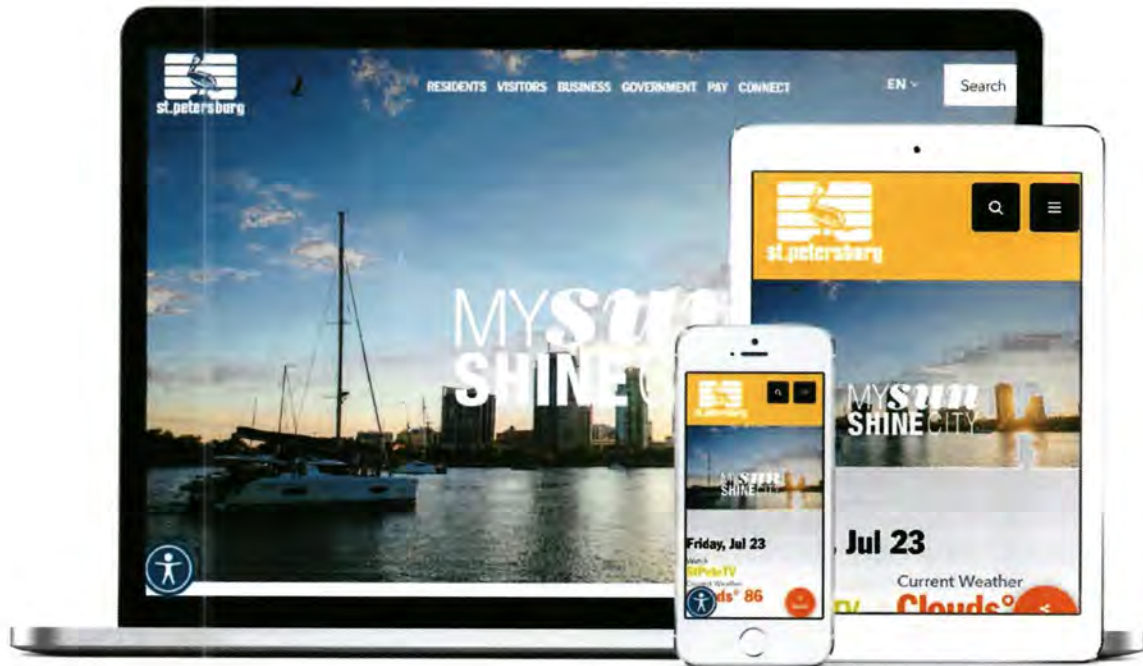


### Details:

The Village of Glencoe is beautiful community on the shores of Lake Michigan just north of Chicago. This website brings together an amazing design with a full suite of web apps to engage Village residents. Smooth transitions from the home page to interior pages of this website allow users to find exactly what they are looking for easily. The Revize Public Service Request App, Village Manager's Blog, fillable online form database, and a high traffic featured news and headlines area round out this website!

## The City of St. Petersburg, Florida

[www.stpete.org](http://www.stpete.org)



### Details:

As Florida's 5<sup>th</sup> largest, St. Petersburg is an iconic City with something to offer everyone. Because St. Pete is a longtime Revize client, their team worked very closely with ours and actually provided their own design concepts. We did the integration/pre-launch work and their staff was with us every step of the way. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage! St. Petersburg also uses the Revize API to develop their own templates. This website is an elite representation of the power and beauty of the Revize process.



## City of Des Moines, Iowa

[www.dsm.city](http://www.dsm.city)



### Details:

The City of Des Moines, Iowa came to Revize for a website that was completely different. Coming from an internally developed site, they wanted to work with a vendor that could lead them to a new way of interacting with their users. Page layouts were created to allow unique interaction with the City. This included board listings, Q&As, interactive park directories, plain language, and a resident focused navigation. We also incorporated some of their internal databases and features that had been built internally. This site improves the online experience for residents, business owners, and visitors!



## City of Largo, Florida

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

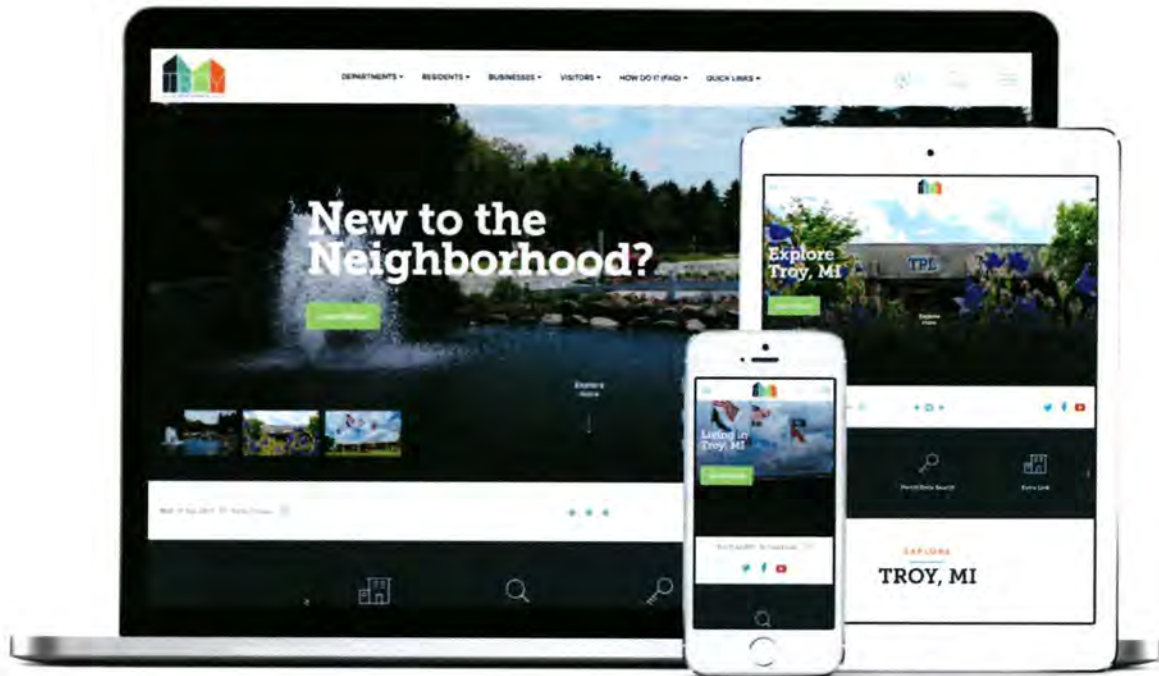


### Details:

Largo, Florida wanted a website like no other. Through a collaboration between the city marketing team and Revize, we were able to create this award winning website. Each page in this website was designed to uniquely fit the needs of the community. We also built unique designs for the city parks, library, and theater. The navigation within this site is built based on services rather than department silos. Overall this website brings together an amazing mix of design expertise and functional clarity to create a great user experience!

## The City of Troy, Michigan

[www.troymi.gov](http://www.troymi.gov)



### Details:

The City of Troy wanted a website to increase ease of communication to all of their audiences. In addition, the city has been experiencing an economic resurgence particularly in the technology sector. In fact, Revize headquarters are in the City of Troy! This project included custom designs for The City, Library, and Recreation Department. Integration with the City's existing 3<sup>rd</sup> party software was a major linchpin of this project. Included is a live-searchable "How Do I" section that narrows down results as the user is typing. This allows any user to easily find what they are looking for regardless of which department it exists under.

## Government Account References

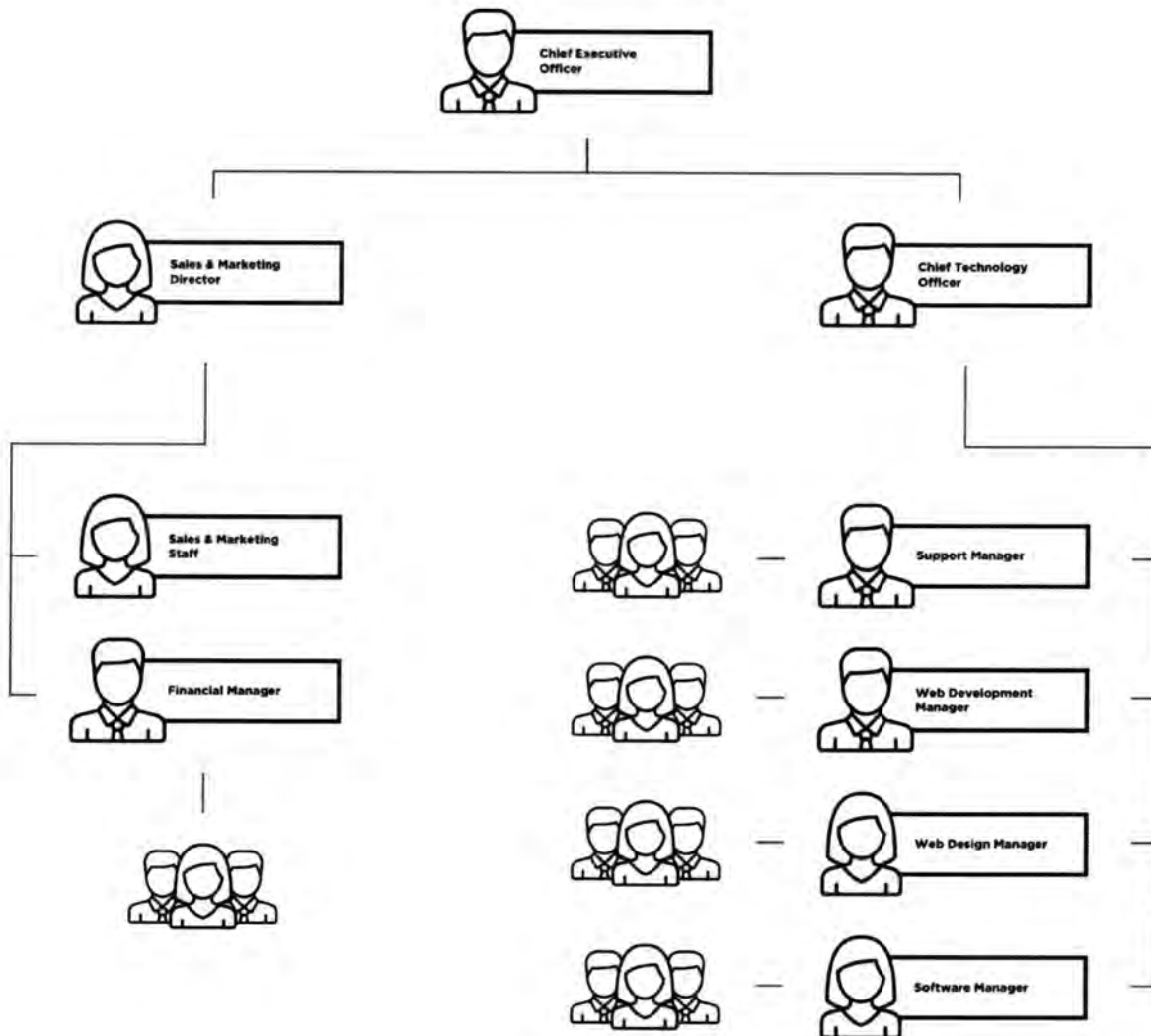
Client: City of Wylie, TX  
Craig Kelly, Public Information Officer  
Office: (972) 516-6016  
Email: [craig.kelly@wylietexas.gov](mailto:craig.kelly@wylietexas.gov)  
Website: [www.ci.wylie.tx.us](http://www.ci.wylie.tx.us)

Client: City of Olympia, WA  
Joshua Linn, Website Administrator  
Office: (360) 570-3782  
Email: [JLinn@ci.olympia.wa.us](mailto:JLinn@ci.olympia.wa.us)  
Website: [www.olympiawa.gov](http://www.olympiawa.gov)

Client: Pasco County, FL  
Bryan Shaw, Web Content Developer  
Office: (727) 815-7177  
Email: [bshaw@mypasco.net](mailto:bshaw@mypasco.net)  
Website: [www.pascocountyfl.net](http://www.pascocountyfl.net)

Client: Tipton County, TN  
Shawn Anderson, GIS Director  
Phone: (901) 476-0234  
Email: [sanderson@tiptonco.com](mailto:sanderson@tiptonco.com)  
Website: [www.tiptonco.com](http://www.tiptonco.com)

# Revize Organization Chart





# Why Choose Revize?

## **We Have Government Specific Experience and Outstanding Client Testimonials**

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there's no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

## **We Will Build a Government Communication Center that Works for Your Community!**

The Revize website design, Government CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and Government applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

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**“We Build Superior Technology  
into Every Website with CMS  
Performance & Reliability That’s  
Second to None.”**

What sets Revize apart from other companies? Revize's superior technical architecture, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today. By ensuring our client's data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center's tape back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community's website.

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### **“We Always Provide Knowledgeable, Friendly and Responsive Service!”**

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All this, and a reliable IT partner too! Our website development is superior, and our Government CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry's best. We also provide a sophisticated backup infrastructure which allows us to guarantee 99.99 percent uptime. Plus regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come. The Client Owns the CMS License and the Code!

We often hear the question: “What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?” The answer is 100% NO! As our client, you own the template source code, the CMS, and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning. If you decide to run the CMS in your own server, we can transfer the CMS license and software to your server as you own the license and you can run it from your server as long as you want.



## Top Reasons Why Revize gives you the Greatest Value!

- Modern, timeless and unique website design integrated with online Government apps
- On-time delivery
- Competitive pricing
- Responsible stewardship of the organization's stakeholders
- Full functionality to update and manage your website
- All the tools/apps needed to increase communications with citizens
- An easy CMS to train employees quickly
- Extended phone and email support
- Unlimited Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.



“The Revize responsive website design is second to none for us providing an excellent experience for the growing number of residents, visitors and businesses accessing WylieTexas.gov on mobile devices. Our website’s progressive look captures the vibrant culture of our community.

— Craig Kelly, Public Information Officer, City of Wylie, TX

### Did you know?

Revize CMS is one of the most advanced CMS in the government web design industry with over 15 years of development.

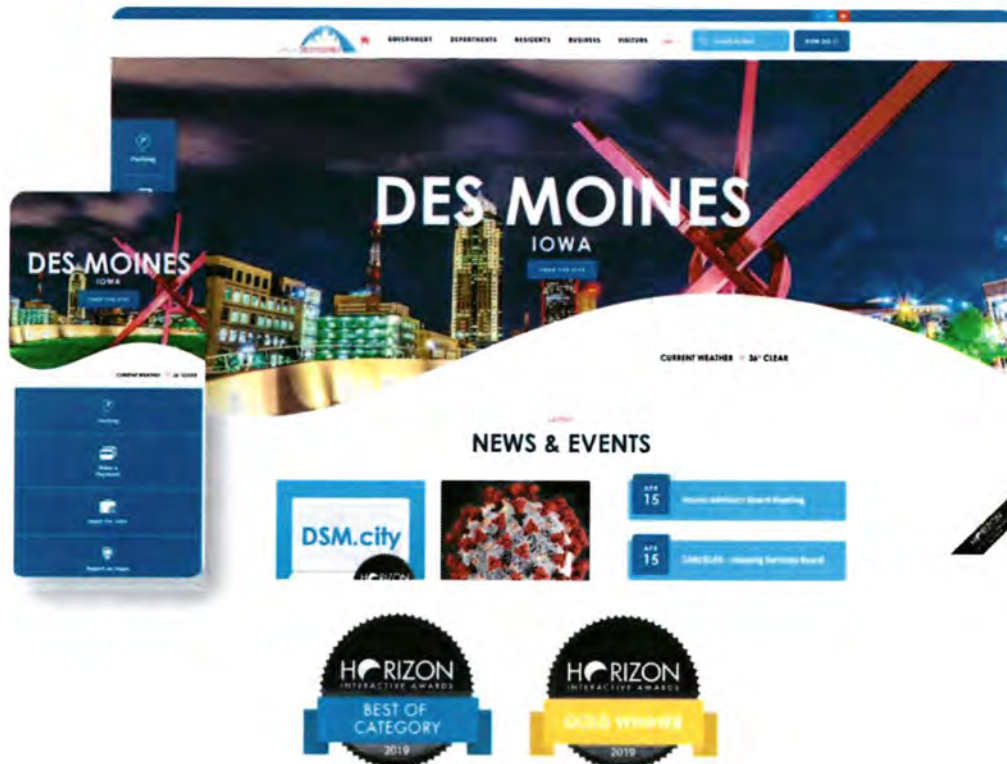
## Awards & Accolades

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“The project was a collaboration between Revize, who understood our vision and had the technical expertise to make it happen”

– MaryLee Woods, Deputy Chief Information Officer for the City

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# The Revize Solution

## **Project Planning and Setup**

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences.

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We don't use a "one size fits all" approach because it doesn't make sense.

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However we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

**Dedicated Accounts Manager:** Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

**Dedicated Project Manager:** Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.

**24/7/365 Project Portal Access:** From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

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“We guarantee the best support in the industry  
that’s 24/7 365 by the trained developers &  
technicians”

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**Did you know?**

Revize will provide a project portal that allows you to check in on the status of your project at any time!

# Timeline

Phase	Duration
Phase 1: Kickoff Meeting and Discovery/Project Planning	1 Week
Phase 2: Design Mockups/Wireframes	6 Weeks
Phase 3: HTML Template Development	2-4 Weeks
Phase 4: CMS Integration & Module Setup	5-6 Weeks
Phase 5: Custom Development & Quality Assurance Testing (Ongoing)	3 Weeks (Overlaps with Remaining Phases)
Phase 6: Sitemap Development / Content Migration	5-6 Weeks
Phase 7: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	1-3 Weeks
Phase 8: Go Live	1 Week
Go-Live (Average)	21-27 Weeks



## Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.



# Revize Project Life Cycle

## **Phase 1: Initial Meeting, Communication Strategy, SOW**

Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site. Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting.

### **The questionnaire addresses various issues such as:**

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site? etc..

## **Phase 2: Discovery & Design**

If there is client approval, we will collect feedback from the residents on the new design layout by setting up an online survey with a set of standard questions. The survey questions need to be approved by the client prior to our adding a link from your current website. This link can also be distributed through other channels like email, newsletter or any other form of communications you might be using to stay in touch with your residents. Usually there is a 1- to 2-week survey period.



Once survey results have been tabulated and your needs have been determined, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It's about uncovering how your audience wants to be informed, and applying our 20+ years of web design and development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning design!

### **Revize Design Principles**

The Revize Web Application Developers are not only responsible for the look, functionality, and performance of your website. They are also responsible for the security of the web content and web-based applications they create. They ensure that the code supports secure authentication and authorization, and provides access control mechanisms as required.

Good design principles are always based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Our designers also pay meticulous attention to their use of shadows and gradients. To the layman's eye there may not appear to be a shadow, however on the website the font will appear sharper (or maybe softer depending on the amount of shadow used).

Of course color cannot be overlooked. Our designers first take the client's preferences, official logo colors, and pictures into consideration to create a color scheme consisting of no more than three colors. We then use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Last but not least is effective use of page elements such as call to action buttons, social sharing icons, email newsletter sign-up, and promotion areas. The ultimate goal is to provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer's job to guide the client in making appropriate placement choices for needed items.

### Revize Design Trends

There are some exciting new design trends, and Revize is always on the cutting edge, implementing the best of these innovations in our websites. We are especially pleased at how effectively they are proving to be in increasing engagement in government websites.

**#1 Responsive Web Design** - The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. With the substantial increase in smartphone and tablet users today, people are going online using a vast number of devices with wildly different screen sizes. Our websites offer this very important feature of easily and cleanly conforming to computer, tablet and mobile device screens.

**#2 Liquified Content** - This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your community's content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

**#3 Image Tiles** - This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a very visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging site visitors to comment or reply to items from directly within the image tile. This is an especially useful option for web pages promoting tourism.

**#4 Parallax Scrolling** - This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.



**#5 Innovative Typography** – This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

**#6 Social Feeds** – With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

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“Over the past 20 years, Revize has mastered the art of designing government websites.”

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### **Key Phase Objectives & Deliverables:**

**The following steps are followed while designing new sites**

- **Establish Needs and Creative Direction:** Understand your objectives and requirements, and provide recommendations for effective online branding pertinent to your requirements, existing branding and your web audience's needs. The Revize designer will also conduct his own research in order to capture the character and “feel” of your area, which will inspire ideas for the overall

design direction of the website.

- **Main Menu Navigation & Home Page Wireframes:** Work with you to establish a main-level navigational architecture and identify key items accessible from your home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe\*) for the home page.
- **Page Layout and module placement:** We will follow all the best practices to layout the different features and modules so that they can be easily accessed by your residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.

Please Note: The home page "wireframe" will simply serve as a realistic guideline in terms of content placement, but will not include the final text nor final imagery for this phase. Please see a sample wireframe to concept development snapshot in the next page.



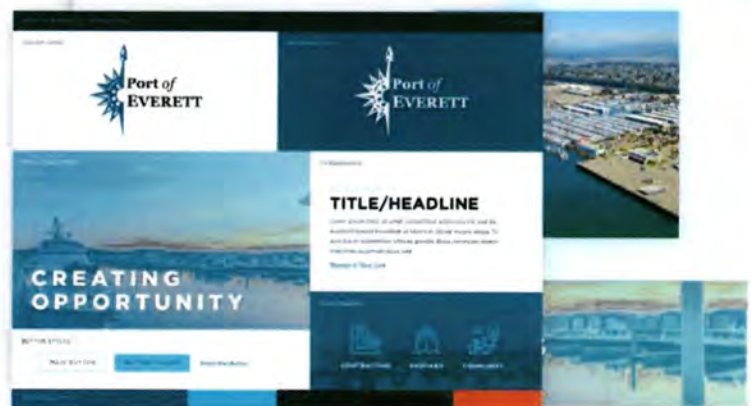
### Did you know?

Revize will provide a 100% from scratch design with a satisfaction guarantee!



## Wire Frame to Concept

- Design Deliverable:** The design concepts for this phase will be based on one or possibly two home page layouts. The client will review and provide design feedback to the designer for changes. Revize asks that clients have no more than three iterations of changes up to the point that the final concept is approved.
- Final Home Page Sign Off:** When all changes have been made, Revize will present your final home page design and layout for approval. Customer approval is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.
- Final Inner Page Sign Off:** When all changes have been made, Revize will present your final inner page designs and layouts for approval. Customer approval is required to proceed to the next phase, when the actual HTML & CSS is written.



### **Phase 3: Template Development, CMS Integration**

First, the Revize development team will transform the approved designs from mere pictures into fully-functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API is provided to clients with our Advanced Training Program.

### **Phase 4: CMS Modules Setup**

In this phase, all of the features and modules the client has requested will be set up, e.g. calendar, document center, picture galleries, alert center, e-Notify, etc. are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and you will receive all future updates to modules at no additional cost.

### **Phase 5: Custom Functionality Development & QA Testing**

In this phase and according to your specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with your technical staff to obtain information and test information exchange and application functionality.

This phase may overlap phases 2 - 4.

In our testing phase, we ensure that your website meets functionality, performance and security standards. Our QA team uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, we perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. We also ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.



## **Phase 6: Content Development / Content Migration**

Revize will develop all of the pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website.

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**There are no limits to the number of pages you can create after you have gone through training.**

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

## **Phase 7: Training Your Staff (in-person or web based training)**

Once your website is ready for you to begin editing, you will be able to easily revise your content as often as needed. Revize will train you on how to operate the Administrative and Content Editor functions so you can manage your website. We typically provide this training on-site; however, we can also provide on-line training for your staff if you prefer. For your convenience, training materials can be downloaded from the Revize website. After training, our friendly and responsive support staff is always here to answer questions and provide training refreshers as needed.

Standard Training Agendas

**Basic Administrator Training (How to)**

- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

**Content Editor Training (How to)**

- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

**Advanced Administrator Training (How to)**

- Run back-end reports
- Run Google Analytics reports

**Training on use of specific Modules included, such as**

- Emergency Notification Center
- Public Service Request App
- Web Calendar
- E-Notify
- Quick Links
- Document Center
- Form Center
- News Center



## Revize Government Websites Proposal

- Frequently Asked Questions
- Request Center
- Bid Posting Center
- Job Posting Application
- RSS
- And more....

### Revize Maintenance Covers

- 4 CMS upgrades per year
- Software and modules upgrades (Automatic Install)
- Server Hardware & OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly newsletters on major feature updates
- Regular Webinars on CMS features and usage



### Did you know?

Revize has launched hundreds of municipal and county websites large and small!

### **Phase 8: Final Phase: You Go Live!**

At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

### **Marketing & Ongoing Consultation**

Revize seizes on every effort to make our clients' sites highly visible. We draft press releases for posting on our website and for distribution locally, and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site's exposure.

### **Search Engine Registration and Marketing**

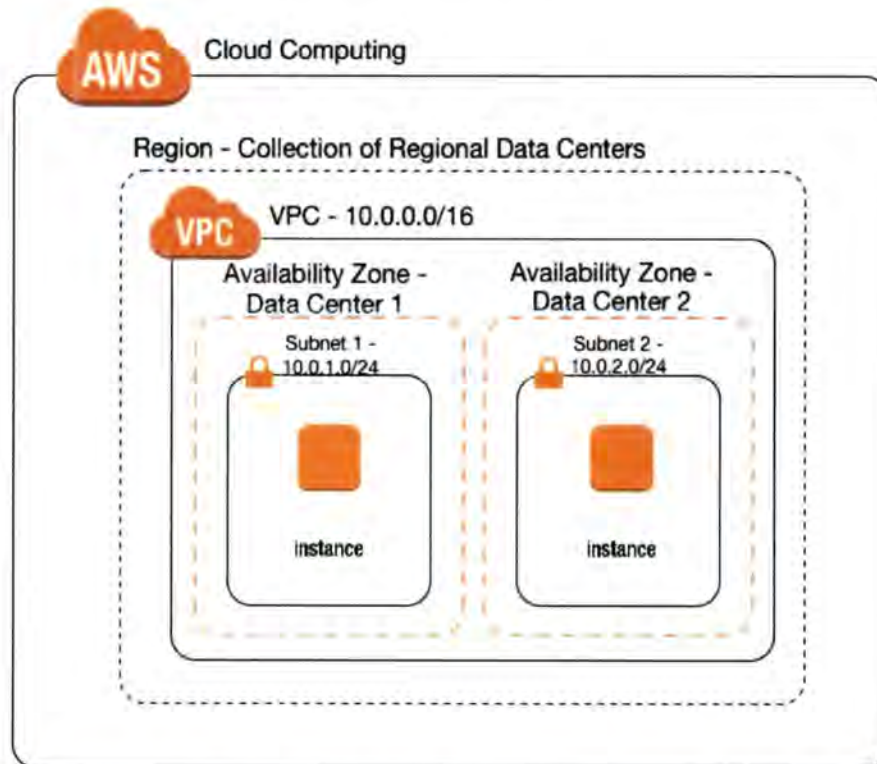
Revize will input all the targeted keywords to make your web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on your site.

## Revize Cloud Hosting, Disaster Recovery, & Security

### Resilient Hosting:

Revize uses Amazon Web Services (AWS) Hosting Infrastructure that is offered in multiple Regions in the United States and around the World. Each Region is a separate geographic area completely isolated one from another. AWS Regions are connected to multiple Internet Service Providers (ISPs) and to a private global network backbone to offer lower cost and more consistent cross-region network latency when compared with the public internet

A region has multiple, isolated locations known as Availability Zones (AZ). Availability Zones are inter-connected through low-latency links. A Virtual Private Center (VPC) spans across multiple availability zones.



Revize Web Sites are hosted on a Virtual Machine running Windows Server operating system with Internet Information Service (IIS) as a Web Server. Virtual Machine is an EC2 instance in AWS terms is hosted inside a VPC in an availability zone of a pre-



selected region. A number of EC2 are provisioned in multiple locations across the United States inside a Virtual Private Center isolated from the Internet and the rest of Amazon Web Services infrastructure to offer faster access to the end-users and to minimize the impact of an outage, whether of a specific EC2 instance, an availability zone or an entire AWS region.

### **Disaster Recovery:**

Windows Web Server virtual disk or EC2 Elastic Block Storage (EBS) is backed up on every night at 10 PM EST. Additionally, the snapshots or virtual disk backups are subsequently automatically copied between regions to enable cross-region recovery capabilities.

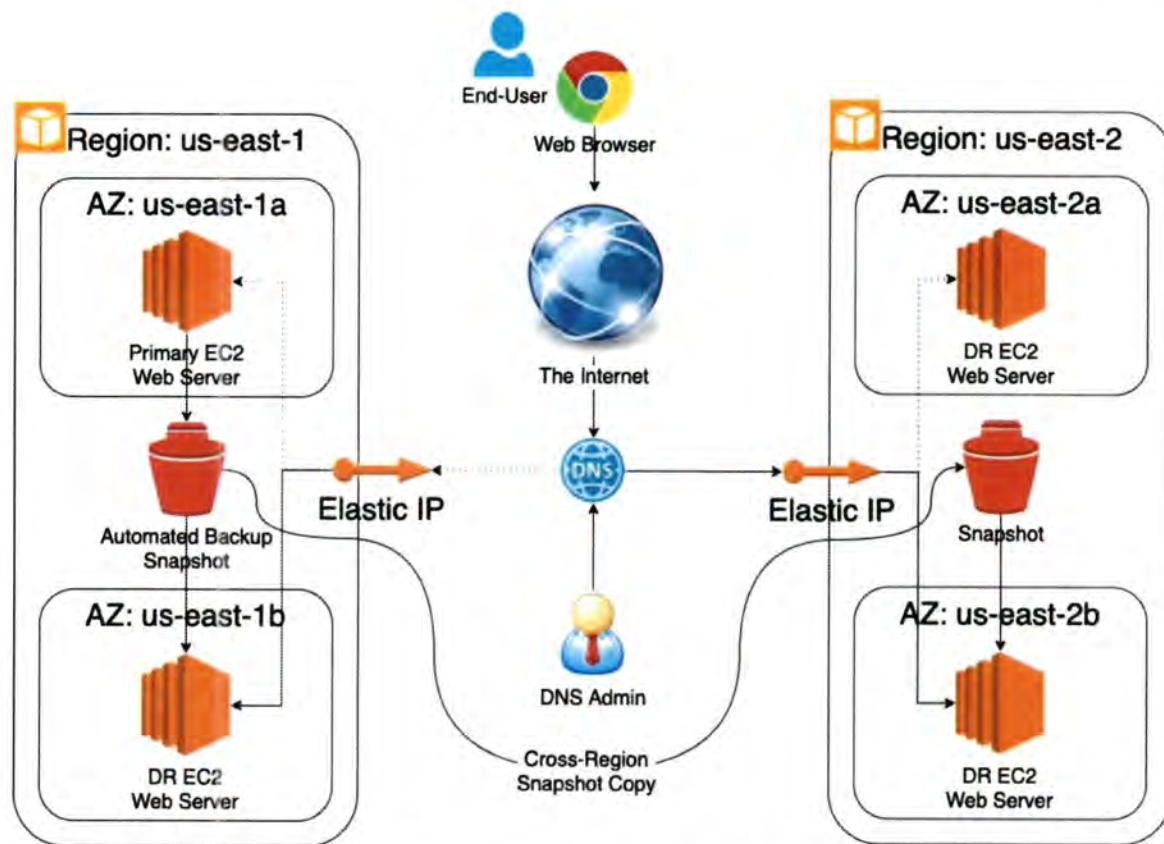
Should a Web Site hosted by Revize and monitored in automated fashion become unavailable, another EC2 instance can be restarted. When that proves insufficient EC2 instance will be reprovisioned in the same availability zone, a different availability zone, or, in a different region using the latest snapshot in the matter of a couple of minutes.

The incoming request, from the Internet traffic, is bound to a static IP address or Elastic IP in AWS terms that leverages NAT to forward traffic to a running EC2 instance private IP address. In the case of an EC2 instance re-provisioned in the same region, whether in the same or a different availability zone, Elastic IP is re-assigned to the new EC2 instance.

Elastic IP is represented to the public internet using CName or A-Host domain name services entry. In case of an EC2 instance or an availability zone failure, no adjustment to domain name service is required. In the case of a regional, wide-spread AWS outage, an EC2 instance is reprovisioned in a different region, re-using the latest snapshot preserving the content as of the last automated backup. However, an Elastic IP is specific to the region and, therefore a change to CName or A-Host configuration is required to point to the disaster recovery regional Elastic IP.



## Revize Government Websites Proposal



Revize Disaster Recovery Infrastructure Diagram. AZ stands for Availability Zones

# Security

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Revize/AWS complies with SOC 1/ISAE 3402, SOC 2, SOC 3, FISMA, DIACAP, and FedRAMP, PCI DSS Level 1, ISO 9001, ISO 27001, ISO 27017, ISO 27018 and other programs. Revize is responsible for securing the content, access to the content on the web server, to snapshots, configurations and infrastructure as a whole.

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

## Security Controls, SSL, and Active Directory (LDAP)

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS
- If you have an existing SSL Certificate we can transfer it to the new website. Otherwise, if included, we will install a new SSL Certificate upon go live.
- Active Directory (LDAP) is compatible with the Revize CMS. It can be set up in a variety of configurations. As part of the process we will work with you to determine which configuration will best meet your needs.

## Application Security Authentication

- Role-Based Security: Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- Permission-Based Security: Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
  - Global & Department Workflow Management: Create workflow management and approval processes where authorized department personnel become approvers



### Did you know?

Revize will host your website and CMS in at least two completely separate geographic locations!



### Maximum Response Times

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

### Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...

### Software Maintenance

Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

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“As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.”

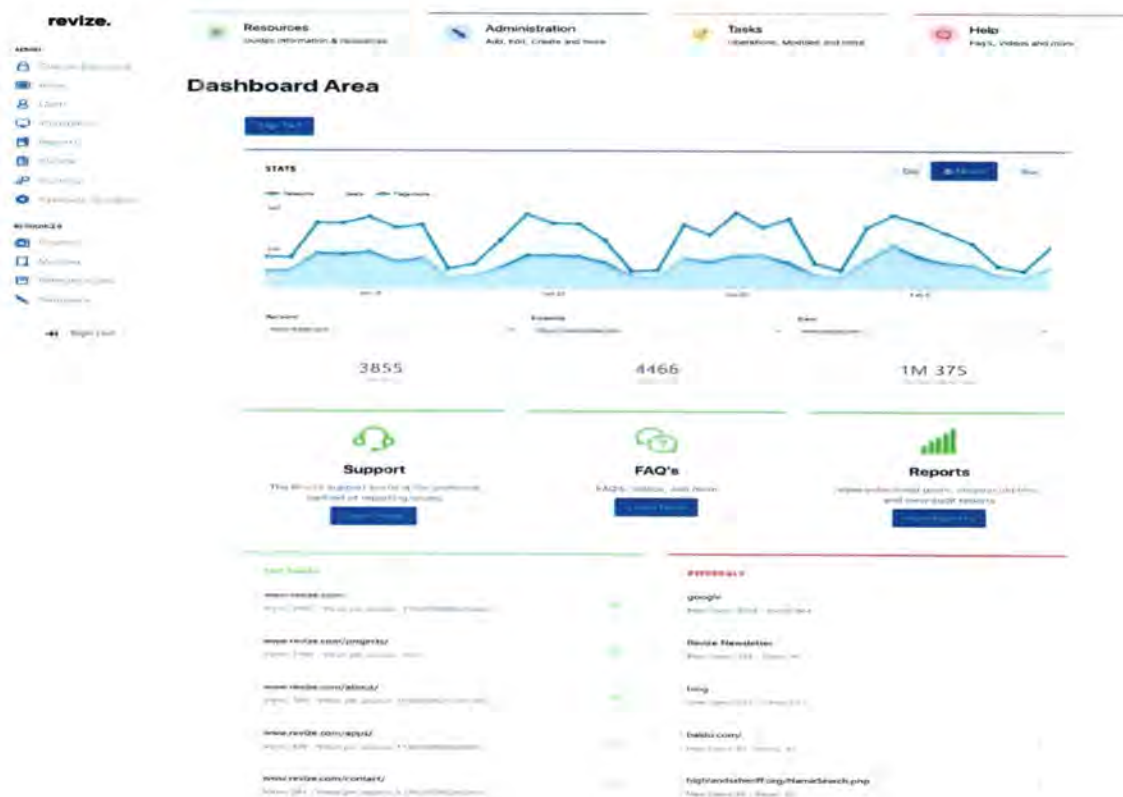
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# Revize Website Analytics

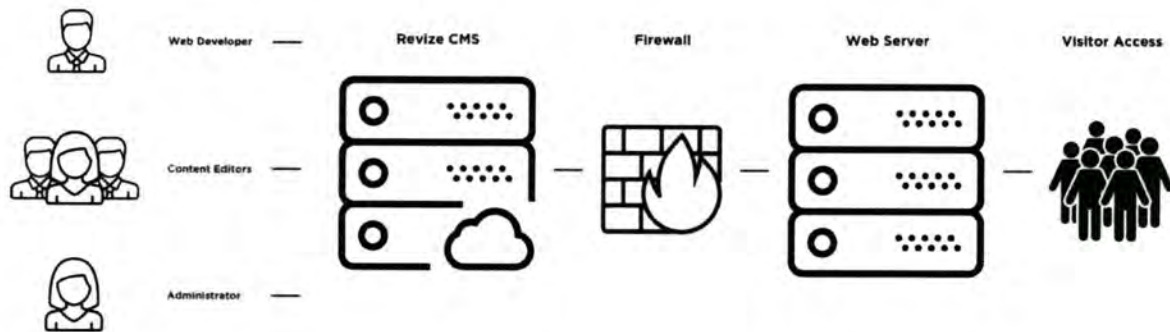
Revize has Custom APIs for Google Web Analytics that is integrated in each of our client's websites. Analytics makes it easy to understand how your site and app users are engaging with your content, so you know what's working and what's not. Revize CMS dashboard for Analytics provides an overall picture of how residents are interacting with your site, which pages/documents are being viewed most, how much traffic you are getting in your site across different geographic regions etc. You can filter and download all sorts of analytics reports for your IT Team and Management to analyze the data and effectiveness of your website content and services offered. Below is a graphical view of our analytics dashboard interface, the data shown is for our own website but this will be replaced by your site data when it's integrated.



# Revize Technology Architecture

The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

## Revize Intelligent Publishing WCM



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“Security, Performance,  
Redundancy”

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# Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

- **Thomas Jean:** Project Manager
- **Alison Bieber:** Project Manager
- **Alex Parent:** Creative Arts Director/Web Designer
- **Samir Alley:** Project Delivery Manager
- **Denise Brazier:** Revize CMS Trainer
- **Jamie Phy:** Revize CMS Integrator/Backend Developer
- **Richard Opiniano:** HTML Developer
- **Joseph Nagrant:** VP Sales/Marketing
- **Derek Ortiz:** Chief Technology Officer
- **Akshaya Ray:** Chief Cloud Architect
- **Many More!**



### Thomas Jean - Project Manager

As a project manager, Thomas has managed many award-winning website projects for our clients, including Des Moines, IA – Arcadia, CA – Largo, FL – Oswego County, NY – Dupage County, IL – Eagle County, CO – Kentwood, MI! Thomas has brought to Revize a very special skill set. Not only does he manage some of our highest priority projects, he is also a genuine subject matter expert when it comes to the inner workings of government. As a former Township Trustee in a Michigan Township, he knows the advantages that come with modernizing the way government does business. With his unique background and education from one of the nation's top universities, Thomas is uniquely experienced to give an honest and accurate assessment of your community's website needs.

- **Philosophy:** Learn as much as possible about our clients and use that knowledge to help build an amazing website.
- **Education:** BA degree in Political Science from University of Michigan;
- **Expertise:** Government procedure, special projects, public affairs, community development.
- **Role on your website project:** Project Manager

### Alison Bieber - Project Manager

Alison possesses an innate passion for innovation. Following a decade immersed in the Opera world, she shifted her focus towards entrepreneurship and technology. Playing a pivotal role in establishing the foundations of various initiatives within the non-profit and small business sectors, Alison brings a diverse and proven track record to the table.

- **Philosophy:** "Quality is not an act, it is a habit." - Aristotle
- **Education:** M.A. in Applied Linguistics with a concentration in Foreign Language Pedagogy, University of Massachusetts; B.M. in Vocal Performance, Boston Conservatory at Berklee.
- **Expertise:** Pedagogy, management, communication
- **Role on your website project:** Project Manager



### Ray Akshaya – Chief Cloud Architect

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

- **Philosophy:** "Work Hard, Help People and Live Honest."
- **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge
- **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- **Role on your website project:** Chief Cloud Architect

### Samir Alley - Creative Director

Samir has more than a decade of experience in managing web site design projects. He has deployed 360+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client's unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

- **Philosophy:** "Empathy, Focus, and... Impute"
- **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- **Role on your website project:** Graphic design of website and backup support.

### Denise Brazier - Lead Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

- **Philosophy:** "Always explain things in the terms of your audience to ensure their understanding"
- **Education & Training:** MS in the Art of Education from Marygrove College. Certification in Secondary Education
- **Expertise:** Training, education, teaching, public affairs and project management.
- **Role on your website project:** Trainer for the Content Management toolset



### Did you know?

Revize will put together a project team based on the unique needs of your project!



# Revize Government CMS User Interface

## 1. Revize CMS User Interface Home Page



2. Users simply browse to a page that they want to edit, select the Login button, and then insert their Login Name and Password into a login screen as shown below.

**revize.**

Content Management Made Simple. Login below to edit your site

Username

Password

Show Password

Forgot Password?



## Revize Government Websites Proposal

3. Edit buttons appear on the page after the Login executes. Based on users roles/permissions, the appropriate buttons are displayed.



4. The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a "Word Like" editor.



After the page is "saved", the page can be sent to an approver for review or immediately published to the web site.



# Revize Quote

<b>Phase 1: Kickoff Meeting and Discovery/Project Planning</b>	<b>\$2,500</b>
<b>Phase 2: Design Mockups/Wireframes</b> One concept, unlimited rounds of changes, home page template and inner page design and layout, includes Responsive Web Design for great viewing on any size handheld internet viewing device complete with pictures and no need to zoom in on the text!	<b>\$9,500</b>
<b>Phase 3 &amp; 4: HTML Development &amp; Revize CMS Integration</b> Set-up all CMS modules listed on the following page with linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship. And you own the technology, design and content!	<b>\$13,200</b>
<b>Phase 5: QA Testing &amp; Custom Development</b>	<b>\$1,900</b>
<b>Phase 6: Site map development and content migration</b> Site map development and migration according to new sitemap including spell checking and style corrections - Up to 500 webpages and 2,000 documents	<b>\$7,700</b>
<b>Phase 7: Content editing and site administration training</b>	<b>\$2,900</b>
<b>Phase 8: Go live!</b>	<b>Included</b>
Annual tech support, CMS software updates (unlimited users), and website health checks. website hosting included (30GB storage space):	<b>\$6,900</b>
<b>Grand Total (1st year)</b>	<b>\$44,600</b>
<b>Second year and onward investment</b>	<b>\$6,900/year</b>

Payment Options

**Revize provides a free website redesign during year four of service!**

**Optional Payment Plan – The Revize Client First Plan**

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time.

Through a minimum three-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreading them over the life of the contract. And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with Revize Free of Charge.

**Optional Payment Plan – Three Year Payment Breakdown – Interest Free**

<b>Year 1:</b>	1/3 <sup>rd</sup> of project costs + Annual Hosting, Support, Maintenance
<b>Year 2:</b>	1/3 <sup>rd</sup> of project costs + Annual Hosting, Support, Maintenance
<b>Year 3:</b>	1/3 <sup>rd</sup> of project costs + Annual Hosting, Support, Maintenance
<b>Year 4:</b>	Annual Hosting, Support, Maintenance (Optional) Includes Free Redesign

### Included Features

The Following Applications & Features will be integrated into Your Website:  
In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- Citizen's Communication Center Apps
- Citizen's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

#### Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

#### Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Citizen Connect (Community Blog)
- Curated "Smart Search"
- Online Interactive Forms with Bookables (Public Records Request App)
- Online Bill Pay
- Public Service Request System
- RSS Feed



### Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

### Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

### Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)



# Revize Support Includes

- 8 AM – 8PM EST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage



## Did you know?

Revize updates your Content Management System an average of 4 times per year!

# Citizen's Communication Center Apps

## DOCUMENT CENTER APP

Revize helps clients save thousands of dollars each year in employee time and resources with our Document Management Center. Using this module you can create and archive the documents your site visitors need: applications, brochures, manuals, policy and data sheets, research papers, meeting minutes, and more. By providing all of your documents online, your site visitors can access them 24/7 -- usually within two clicks -- and you won't incur any printing or postage costs.



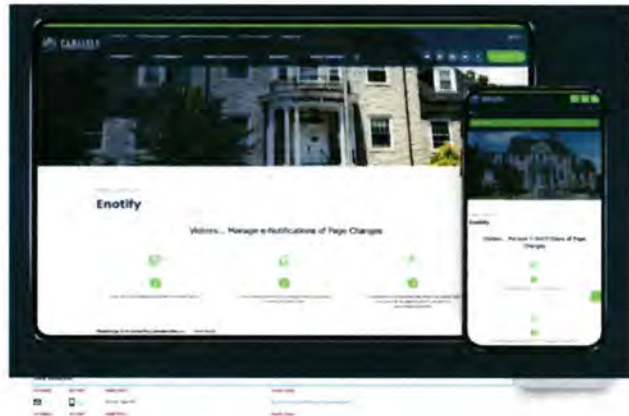
## FAQ

FAQ's make it easy for site visitors to find answers to common questions and will greatly decrease the number of calls coming into your switchboard each day. In fact, within six weeks of a Revize website launch, our clients typically experience a significant decrease in the number of daily phone calls... some by as much as 23%!



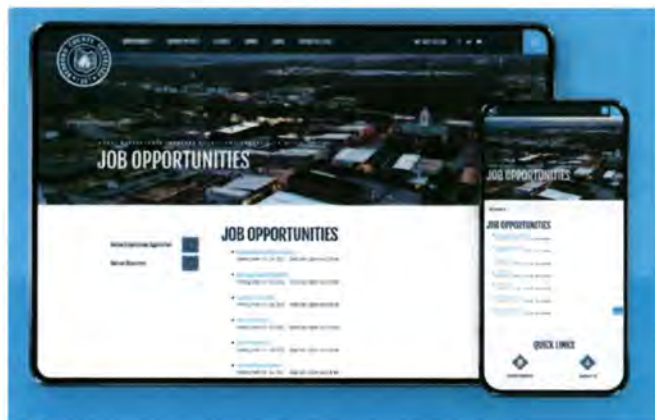
### E-NOTIFY

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.



### JOB POSTING

Revize's job postings app allows your site visitors to view and apply for open positions online. Postings are removed automatically based on the job expiration date input by your HR personnel. You can provide as much detail as you like and link to or upload any number of files that fully describe the job position. Best of all, with the form fill interface, new openings can be posted in minutes by non-technical staff.





### INTERACTIVE MAP

Not only does the Revize CMS ensure that your site is easy for visitors to navigate, we've made it even easier for them navigate the real world surrounding your location. Specific buildings, parks, bike paths, mass transit stations, nearby businesses, tourist attractions, parking lots, voter polling locations, and more are incredibly easy to identify with the familiar Google Maps highlighted with Pins.



### CALENDAR APP

The Master/Sub Calendar provides an easy-to-use tool to enhance usability and encourage the communication of events both internally and externally. It provides visibility and transparency into activities, meetings, and events with a visually appealing display and easy to find event contact information. The ability to insert recurring events saves time by allowing you to create the event once then repeat automatically; great for Board and City Council meetings.





## **NOTIFICATION CENTER**

You can't fool or control Mother Nature. But you can protect members of your community from her wrath. Posting emergency notifications on your home page, any other page, or throughout your site, this module allows your content editor to accurately explain the situation and instruct members of your community on the next steps to take.

## **BID POSTING**

The Bid Postings App provides a simple and easy-to-use method for organizing and presenting bids, RFPs and RFQs online for vendors or local contractors interested in providing products and services to your community.

## **BUSINESS DIRECTORY**

Ideal for municipalities, chambers of commerce or any membership organization, this module allows you to easily create and maintain a searchable directory for either members or businesses within the website. Listings can be added, removed and categorized by non-technical staff in a simple table interface.

## **NEWS CENTER WITH FACEBOOK INTEGRATION**

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.

## **ONLINE FORMS**

Using this module, you can create -- from scratch -- an unlimited number of online forms on any page of your site using various field options such as long answers, radio buttons, drop-down lists, multiple choice, etc. Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, opinions or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.

The Quick Links module allows site visitors to navigate to their areas of interest, much like FAQs. Examples for users: Where do I... Get Registered for Summer Camp Where do I... Get a Marriage License.

Provides a one click drop down to multi-social media and utility buttons. A common widget used on the web, it is intuitive and easy to use.

This feature is a mainly for visual appeal. It helps to break up pages with an interesting slide bar that can be populated with any subjects or areas that you want to draw attention to. For example, you may want to feature Parks & Rec, Landmarks and Tourist Attractions.

Revize integrates the Google Translator into your website templates and translates from English to over 40 other international languages. Provides users a large visual display at the top of the web page to choose any language to convert the text into.



# Citizen's Engagement Center Apps

## **PUBLIC SERVICE REQUEST APP**

This app allows residents to submit requests based on a map view. Each time an issue is submitted, a staff member will receive an email notification. From there they are able to respond directly to the requests. Photo submission, automatic escalation, mobile app integration, and archived reporting make this one of our most powerful features!

## **CITIZEN REQUEST CENTER**

This app allows customers, residents, participants, students, or any website visitor to post requests online. By the use of a drop down menu, individuals can forward the request, idea, or comment to the party of interest. That item is then forwarded via email to the proper recipient. You can add or delete department names as well as individuals in the drop down menu at any time. Captcha is integrated to ensure each request is genuine and not a spam.

## **PUBLIC RECORDS REQUEST TRACKER**

This app allows public to order copies of the public records maintained by a municipality. The request is routed to the record custodian within a department and automated response is generated with a unique tracking number. The system allows the full tracking, correspondence and online handling of all types of public record request. The record request form is very flexible and customizable for every municipality.

## **CITIZEN CONNECT**

This app helps open up the lines of communication between administrators and their constituents, increasing transparency and constituent interaction. It is a blog that features the option to allow constituent comments for feedback (comments can be moderated before being published to the website).



## **PARKS RESERVATION**

This app allows the display of parks shelters and their amenities and to manage their availability to the public. A website visitor can search for facilities by type available, review the amenities for each facility and easily reserve the facility including the option to pay for its use.

## **ONLINE BILL PAY**

Allows clients to set-up secure on-line payment processing for credit card transactions. Can be used for utility and tax payments; Purchasing items on-line; or making donations to non-profit organizations.

## **RSS FEED**

Site visitors will be eating out of the palm of your hand with our RSS feeds module. Revize's CMS allows customers to generate RSS (Real Simple Syndication) feeds for any genre of news or events. RSS feeds are a trusted way to communicate important information to site visitors while ensuring that they remain engaged with your organization and regularly return to your site.





# Staff Productivity Apps

## **AGENDA POSTING CENTER**

Using this app, you can upload agendas, meeting packets, meeting minutes, proposals for review, and more, all into one area on your website for easy access and review before, during, or after each meeting. Old meeting agendas and information are archived per meeting for quick access at any time.

## **JOB POSTING APP**

This app allows you to post a job and receive resume submissions online. Candidates can fill in all the fields and submit the job application online. Once the job application is submitted, a link to the filled in application form will be emailed to the responsible HR person which they can view, print and file for their records.

## **IMAGE MANAGER**

Allows approved staff to upload images from their computer or network folders. This very simple interface allows you to upload new pictures and stores uploaded pictures for reuse. Each department can create their own image folders and organize image libraries by department. Also, obsolete images can be deleted from the image library.

## **INTRANET**

Provides a Dynamic CMS-enabled area with secure login to build out an entire Intranet for employee specific information only. It benefits your employees to have an internal organization landing page that can be updated with news, events, alerts and many of the same modules used on the extranet.

## **LINK CHECKER**

When a new link is created, the Revize system checks if the URL (link) is valid or not. If not, an error message will be displayed. This benefits the Content Editor by double checking bad links before they are saved on your website.



### **MENU MANAGER**

Allows approved content editors to add or edit site-wide top navigation, department or section specific links (e.g. left or right navigation). This feature gives you control to change and update the Navigation menus of your website for continuous improvement.

### **NEWS LETTER APP**

The system allows non-technical staff to build attractive, informative newsletters and disseminate them with one click to everyone on your distribution list. Activity metrics include emails sent successfully to help you validate email addresses. The application provides the ability to import contact lists, upload images, add groups, assign contact lists to groups, as well as export lists.

### **ONLINE FORM BUILDER**

Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.

### **WEB CONTENT ARCHIVE**

Your site history will never be a mystery because all content edits for your site are archived on the Revize CMS database. Your content editors can click on the History button to view previous versions of a particular page or content block from your site.

### **WEB CONTENT SCHEDULE**

This feature eliminates the possibility of having dated or past events being promoted on your site AFTER the event has passed, thus potentially undermining the perceived accuracy and currency of the site's content in the minds of your audience.





## **AUDIT TRAIL**

This is a powerful administrative tracking tool that provides reports on the content change activities of any webpage within the system. The administrator can gauge how often the site is updated, which departments are most active; and also use the audit trail for recovery of data if necessary.

## **AUTO SITEMAP TOOL**

Revize CMS provides this tool to automatically generate a sitemap. Anytime a new page is added or deleted from the system, the sitemap will republish to show the change. An up-to-date sitemap is very critical to boost the ranking of your website in different search engines.

## **HISTORY LOG**

Administrators can view all the archived versions of any web page and restore any old/archived page. It is a very useful feature for referring to any archived legal documents or press releases.

## **ROLES/PERMISSION SETUP**

Our CMS uses a role based authentication system where you can add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers etc., or you can add roles for each department and assign department-specific roles to each user.

## **SECURE SITE GATEWAY**

Provides a secure login area for either users of an intranet or users to access information not available to the general public. Once users are set-up with a secure login ID, they can manage their own password changes as necessary.

## **WEBSITE STATISTICS**

Revize integrates Google's Web Analytics tool to track number of site visits, website traffic sources, etc. Your website administrator can run various reports to collect important data on the usage of your website.

## WORKFLOWS BY DEPARTMENT

Provides a method for Supervisory Oversight of content updates. The process allows an authorized “approver” to compare the current page with the proposed new page content (side-by-side) for easy review and comparison.

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“Our innovative solutions are custom-tailored to meet the needs of each individual client.”

---



### Did you know?

Revize installs new features into your content management system on a rolling basis!



# Mobile Device and Accessibility Apps

## ALT-TAGS

Use of alt tags for images, a required part of the Revize CMS image manager feature, allows vision impaired individuals to understand the content of the image.

## FONT SIZE ADJUSTMENT

Provides the ability for users to change font size by clicking button to reach their desired size. Helps those with low vision to easily read information on your website.

## RESPONSIVE WEB DESIGN

Revize uses pixel rendering Responsive Web Design to accommodate better viewing of text and graphics for any size screen, i.e., smart phones, tablets, iPads and iPhones.





Thank you  
For Considering Revize

Prepared by Thomas J. Jean  
150 Kirts Blvd. Troy, MI 48084  
Ph: 248-269-9263 x8035 Fax: 866-346-8880  
[www.revize.com](http://www.revize.com)

**ADA Compliance:**

Yes, we guarantee WCAG 2.1 AA compliance. This is the federal standard that the DOJ is requiring starting in 2026. We can also guarantee 2.2 A compliance if you prefer. However, at that level, you have to start removing some functionality/design elements that are really essential. So, most prefer to stick with the federal 2.1 AA standard.

Also, we would include a twice-yearly ADA compliance review. And, **most importantly**, we will remediate any of the website-related issues for you. A lot of other vendors will simply send you a report. We actually make the fixes for you. Which is a major time-saver for you.

We also include an accessibility scan tool which is built into the CMS directly. So there is no need for you all to purchase an outside tool. If you have not yet already, I would hold off.

**Agenda Manager App:**

I'd be happy to set up a call/demo with the clerk to go over the app one-on-one with them. We charge \$4,950 for the app. With \$2,950 of that being year one prepaid annual fee. We will hold that fee flat for at least the first four years.

**Average Scores from Proposal Review Session Held September 27, Rounded to Two Decimal Places**

	vTech	de Novo	CivicPlus	JIL Ventures	Revize	Global Reach	Tech Kooks	Nation Media	Out Of
Proposal Response	14.00	14.29	18.29	9.00	17.57	14.57	4.50	9.00	20
Assistance Availability	8.67	5.29	9.00	8.50	9.14	6.00	7.00	7.00	10
Additional Features	4.00	4.14	8.29	6.00	8.29	5.57	1.00	2.50	10
End Product Ease of Use	7.33	8.86	12.71	5.00	12.86	10.86	6.50	8.00	15
Back End Ease of Use	5.00	7.29	11.43	5.50	11.57	10.29	6.00	6.50	15
Cost	1.00	6.43	5.14	5.00	7.86	7.86	6.00	9.50	10
Reputation and Qualifications	3.67	6.14	9.00	2.00	9.29	6.86	2.00	2.50	10
Proposed Timeline	1.67	3.86	7.57	5.50	6.57	6.14	7.00	8.50	10
Total	45.33	56.29	81.43	46.50	83.14	68.14	40.00	53.50	100



Company	Initial Cost	Annual Cost	Initial + 5 Cost	Overall Score
vTech Solution, Inc.*	\$93,400.00	\$42,000.00	\$303,400.00	45.33
de Novo <sup>1</sup>	\$70,500.00	\$8,700.00	\$114,000.00	56.29
CivicPlus <sup>2</sup>	\$34,604.00	\$12,296.00	\$96,084.00	81.43
JIL Ventures LLC*	\$50,000.00	\$14,000.00	\$120,000.00	46.50
Revize	\$44,600.00	\$6,900.00	\$79,100.00	83.14
Global Reach <sup>3</sup>	\$25,200.00	\$9,012.00	\$70,260.00	68.14
Tech Kooks*	\$50,000.00	\$11,000.00	\$105,000.00	40.00
Nation Media*	\$21,000.00	\$9,200.00	\$67,000.00	53.50

(1) - de Novo required the purchase of added options to get to standard features requested in RFP.

(2) - CivicPlus's initial cost was discounted due to already being a customer.

(3) - Global Reach had more of an "a la carte" system and this price is the minimum package recommended.

\*No previous city website experience.



## ADA Compliance and Tools for Transparency

A look at why the City of Ottumwa needs to update its web presence.

---

### **-Youth City Council request**

### **-Human Rights Commission request**

Frustrations led me to look into what other capabilities existed for municipalities.

I had meetings with CivicPlus and Global Reach to learn more, letting them know we were not looking for a new provider at that time.

---

# WCAG Compliance Report

(web content accessibility guidelines)

## WCAG Overview- City of Ottumwa Iowa

### Issue Report

Site quality report for <https://www.ottumwa-ia.gov/> produced on June 24, 2024.

Overall Quality	7/26 pages with quality issues
Errors	19 pages with broken links or other errors
Accessibility	7/26 pages with accessibility problems
Total	100% (0/0 checked)

### The Importance of WCAG Compliance

Complying with WCAG with accessibility regulations is vital for any government entity, large business, or NGO for two reasons:

- 1. It Allows You to Reach Everyone**  
Because the City of Ottumwa's website is designed to communicate with all user segments and promote visitors, being able to reach and engage with everyone in the digital realm is just what it takes. Roughly 28 million people living in the United States today suffer from actual impairments (roughly 6%). Adhering to WCAG guidelines helps ensure that any visitor to your website will be able to access the information regardless of any visual disability.
- 2. It Shields the City of Ottumwa from The Growing Trend of Civil Suits**  
Since the successful litigation against Public Grocery Markets at the dawn of the millennium, there has been a rapidly growing trend of civil complaints being filed against both private and public institutions that do not comply with WCAG guidelines. Civil matters can now firmly establish a link between WCAG guidelines and the Americans with Disabilities Act, and we have seen several local laws businesses and public entities be targeted, resulting in large financial settlements that far outweigh the cost of attaining compliance.

Report was provided by Global Reach, but a third-party scan was used.

# Importance of ADA Compliance

(Americans with Disabilities Act)

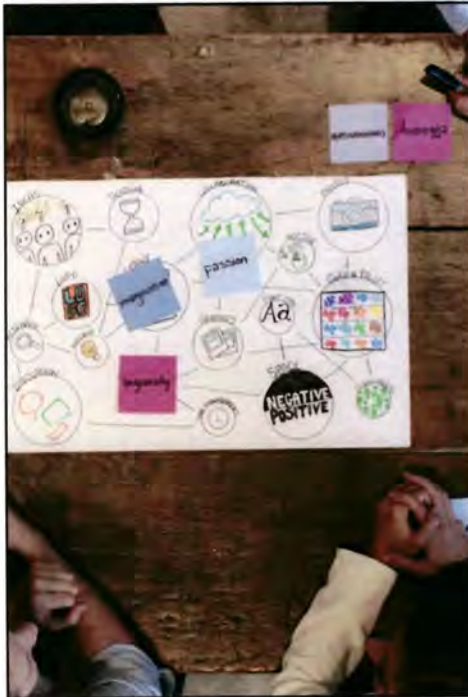
- According to the CDC, 28.7% of adults in the US have some type of disability. Much like requirements to accommodate physical disabilities, we are required to carry over those duties to the digital realm. On April 24 of this year, the Justice Department ruled all state and local websites need to meet WCAG 2.1 AA standards by April 24, 2027. We are not there.
- Fines for non-compliance are large. They can be up to \$92,383 for the first offense and up to \$184,767 for subsequent offenses.<sup>2</sup>
- Lawsuits pertaining to ADA compliance are on the rise.
- 3,862 ADA compliance lawsuits in 2023.<sup>1</sup>
- Most were in New York, California, Florida, and Pennsylvania.<sup>1</sup>
- Other states saw a rise of 75.64% between 2022 and 2023.<sup>1</sup>

1. Annual 2023 ADA Accessibility Lawsuit Report. [eomback.com/annual-2023-ada-website-accessibility-lawsuit-report](https://eomback.com/annual-2023-ada-website-accessibility-lawsuit-report)

2. ADA.gov. [https://archive.ada.gov/teachingout/lesson91.htm#~:text=Civil%20penalties%20may%20run%20as%20\\$184%2C767%20for%20a%20subsequent%20violation.&text=Some%20states%20have%20laws%20similar,by%20local%20civil%20rights%20commissions](https://archive.ada.gov/teachingout/lesson91.htm#~:text=Civil%20penalties%20may%20run%20as%20$184%2C767%20for%20a%20subsequent%20violation.&text=Some%20states%20have%20laws%20similar,by%20local%20civil%20rights%20commissions)

## RFP Issuance

- After RAGBRAI was over, work began on an RFP for a website redesign, development, and hosting.
  - Issued August 30, 2024. Posted to website and sent directly to Neapolitan Labs, Hill Productions, Revize, CivicPlus, Global Reach, and de Novo.
  - Closed September 20, 2024.
  - Received eight proposals.
- 



## Review Process

- Team of seven reviewed the eight proposals.
  - Proposals were scored on eight categories.
  - Revize was the winner.
-



# revize.

The Government Website Experts

- Altoona, IA
- Bettendorf, IA
- Cedar Rapids, IA
- Des Moines, IA
- Estherville, IA
- Norwalk, IA
- Golden, CO
- Myrtle Beach, SC
- Olympia, WA
- Troy, MI
- Largo, FL
- Many more
- Meets ADA compliance requirements.
- Tools for maintaining ADA compliance.
- They scan the site twice a year and fix ADA issues.
- Included redesign every four years.
- Unlimited tech support with online portal for tracking tickets.
- Fast response times.
- More custom look.
- Multiple award winning.
- Cheaper than all but two of the eight over five years.
- Becomes the cheapest given enough time.
- Feature rich.
- Over 25 years in the government website business.



First year: \$44,600  
(\$37,700 project + annual)



Second year and onward: \$6,900



Can split the \$37,700 up over the first three years, making the first three years \$19,466.67 ( $\$37,700/3 + \$6,900$ ).



Includes a website redesign every fourth year of service.

## Price

## Timeline

Phase	Duration
Phase 1: Kickoff Meeting and Discovery/Project Planning	1 Week
Phase 2: Design Mockups/Wireframes	6 Weeks
Phase 3: HTML Template Development	2-4 Weeks
Phase 4: CMS Integration & Module Setup	5-6 Weeks
Phase 5: Custom Development & Quality Assurance Testing (Ongoing)	3 Weeks (Overlaps with Remaining Phases)
Phase 6: Sitemap Development / Content Migration	5-6 Weeks
Phase 7: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	1-3 Weeks
Phase 8: Go Live	1 Week
Go-Live (Average)	21-27 Weeks

## Not Just a Website

- Increased transparency with citizens via a more user-friendly website, emails, newsletters, and text messaging. Citizens can more easily find out when and where a meeting or activity is.
- Ability to serve citizens better by offering online reservations, online payments, a better understanding on the status of a reported concern, streamlining forms with online submitting, and more.
- Better presence of boards, commissions, and other groups by each having their own page. Attracting new members will become easier.
- A more user-friendly design helps citizens find what they need faster.
- More online forms helps those that prefer another language translate those forms with the available tool and streamlines actions on our end.
- Creates a better 24/7 City Hall.


## Benefits for the City

- Take more control over our site with more tools, features, and support.
- Better online presence for those businesses or individuals looking to make Ottumwa home.
- Helps maintain Ottumwa as a regional hub.
- Provided analytics help us adjust the site to better serve citizens.
- Brings The Beach and Recycling Center pages under the same roof.
- Having the tools to maintain ADA compliance.
- Included redesign every four years to keep our look fresh.
- Increased transparency.
- Maintains a well-informed public.
- Creates a tracking system for some submitted forms.
- Potential for more shelter revenue due to ease of reservations.
- Revize likes to promote the sites they make, so more eyes will see what Ottumwa has to offer.



## Meantime

- Neapolitan Labs has agreed to host the current site until we have something up and running.
- Work with Revize to get the new site created.
- Capture updated pictures and video of the city.
- Prepare to reintroduce the City of Ottumwa to the world wide web.



CITY OF

OTTUMWA

Questions?

---



**received**  
10-9-24 1130

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

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

Council Meeting of: Oct 15, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 231-2024: A Resolution Establishing Fees for Planning and Development Services in the City of Ottumwa, Iowa and Rescinding Resolution No. 54-2023

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 231-2024

DISCUSSION: Fees for planning services are established by resolution. Resolution No. 54-2023 set the current fees and this resolution rescinds that resolution and adopts new fees. The fees for rezonings, conditional use permits and variances are proposed to be increased by \$100 for each item to \$400, \$300 and \$250 respectively. The fee increase is to offset added costs from expanding the mailing radius for courtesy notices and purchasing larger notice signs.

Source of Funds:

Budgeted Item: ☐ Budget Amendment Needed:

RESOLUTION NO. 231-2024

A RESOLUTION ESTABLISHING FEES FOR PLANNING AND DEVELOPMENT  
SERVICES IN THE CITY OF OTTUMWA, IOWA AND RESCINDING  
RESOLUTION NO. 54-2023

WHEREAS, Resolution No. 54-2023 established fees for Planning and Development Services in the City of Ottumwa; and

WHEREAS, Planning Department Policy 1-2024 extended the mailing area covered by courtesy notices and increased the size of notice signs for rezoning, variance and conditional use permit applications, increasing the City's cost for these services; and

WHEREAS, the Municipal Code of the City of Ottumwa, Iowa provides for the charging of fees for a number of services provided by the Planning and Development Department with the fees therefore to be established by resolution of the City Council.

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

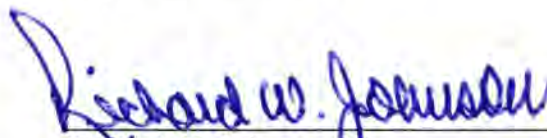
Resolution No. 54-2023 be rescinded; and

BE IT FURTHER RESOLVED, that the fees for Planning and Development Services shall be as follows:

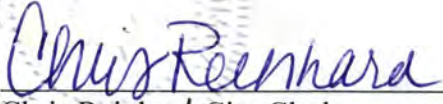
Preliminary Plat:	\$200.00
Final Plat:	\$100.00
Rezoning Applications:	\$400.00
Conditional Use Permits:	\$300.00
Site Plans:	\$100.00
Variances:	\$250.00
Zoning Letter/Certificate of Zoning Compliance:	\$35.00
Fence Permits:	\$50.00

Passed and adopted this 15th day of October, 2024.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

A handwritten signature in blue ink that reads "Chris Reinhard". The signature is written in a cursive style and is positioned above a horizontal line.

Chris Reinhard, City Clerk

Mailing Radius Effect by Prior Rezoning						
Parcel	Number of Letters at 200ft Buffer	Cost at Current Postage	Number of Letters at 500ft Buffer	Cost at Current Postage	Number of Letters at 1,000 Foot Buffer	Cost at Current Postage
1014 N Elm	25	\$ 18.25	159	\$ 116.07	264	\$ 192.72
1508 Albia	20	\$ 14.60	68	\$ 49.64	231	\$ 168.63
526 E Second	25	\$ 18.25	117	\$ 85.41	418	\$ 305.14
1235 Hutchison	OMITTED BECAUSE BORDERED CITY LIMITS -- SKEWS DATA					
1321 Asbury	47	\$ 34.31	107	\$ 78.11	296	\$ 216.08
105 S Vine	23	\$ 16.79	110	\$ 80.30	348	\$ 254.04
Parcel on Roemer	OMITTED BECAUSE BORDERED CITY LIMITS -- SKEWS DATA					
1116 E Pennsylvania	OMITTED BECAUSE BORDERED CITY LIMITS -- SKEWS DATA					
Lots on Jay and Morrell	31	\$ 22.63	100	\$ 73.00	300	\$ 219.00





## CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Oct 15, 2024

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 233-2024 - Resolution Affirming the City of Ottumwa's  
Commitment to Option 3 of the IDOT's Concept of Reconstruction of US  
34 from Wildwood Drive to West Junction US 63

\*\*\*\*\*

☐

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

RECOMMENDATION: Pass and adopt Resolution 233-2024

DISCUSSION: The Iowa Dept. of Transportation has been working with the City of Ottumwa regarding reconstruction of US 34 between Wildwood Dr. to US 63 in order to improve safety and traffic flow. There have been a number of meetings between staff and DOT officials going back to 2019 to develop a concept for the project. Previously the city has indicated consensus with Option 3 as identified in the attached document. The attached resolution reconfirms this direction, which will ideally continue the process to get this project added into the five year DOT construction schedule.

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed: No

## RESOLUTION NO. 233-2024

### RESOLUTION AFFIRMING THE CITY OF OTTUMWA'S COMMITMENT TO OPTION 3 OF THE IDOT'S CONCEPT OF RECONSTRUCTION OF US 34 FROM WILDWOOD DRIVE TO WEST JUNCTION US 63

WHEREAS, the City of Ottumwa has been meeting with officials from the Iowa Department of Transportation (IDOT) to develop a concept for improvements to US 34 to enhance traffic flow and safety since 2019; and

WHEREAS, the City of Ottumwa has previously indicated consensus with Option 3 of IDOT's "Concept of Reconstruction for US 34" dated August 27, 2019; and

WHEREAS, the City of Ottumwa would like to see this project added into the next available IDOT five-year construction schedule.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the City of Ottumwa affirms its support of Option 3 of IDOT's "Concept of Reconstruction for US 34 and the addition of this project into the next available five-year construction schedule.

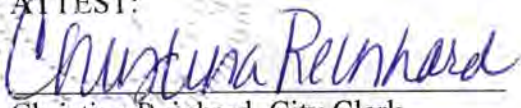
**BE IT FURTHER RESOLVED**, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 15<sup>th</sup> day of October, 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk







### OPTION 1: REPLACE/RECONSTRUCT ALONG EXISTING PROFILE



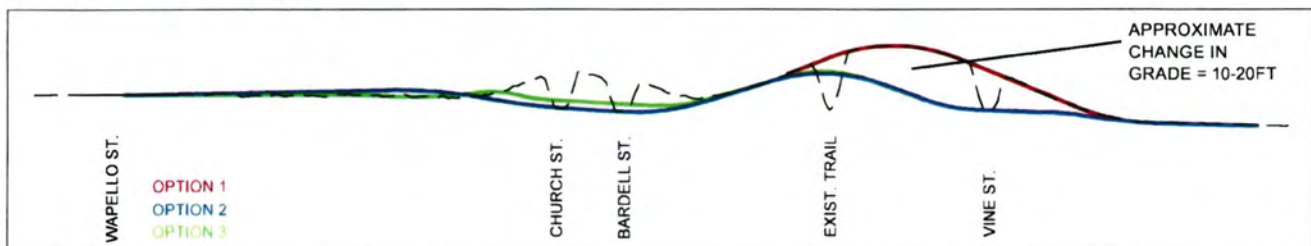
### OPTION 2: REPLACE/RECONSTRUCT AT-GRADE WITH SIGNALIZED INTERSECTIONS



### OPTION 3: REPLACE/RECONSTRUCT AT-GRADE WITH ROUNDABOUTS



### OPTION PROFILE COMPARISON





### OPTION 1: REPLACE/RECONSTRUCT ALONG EXISTING PROFILE



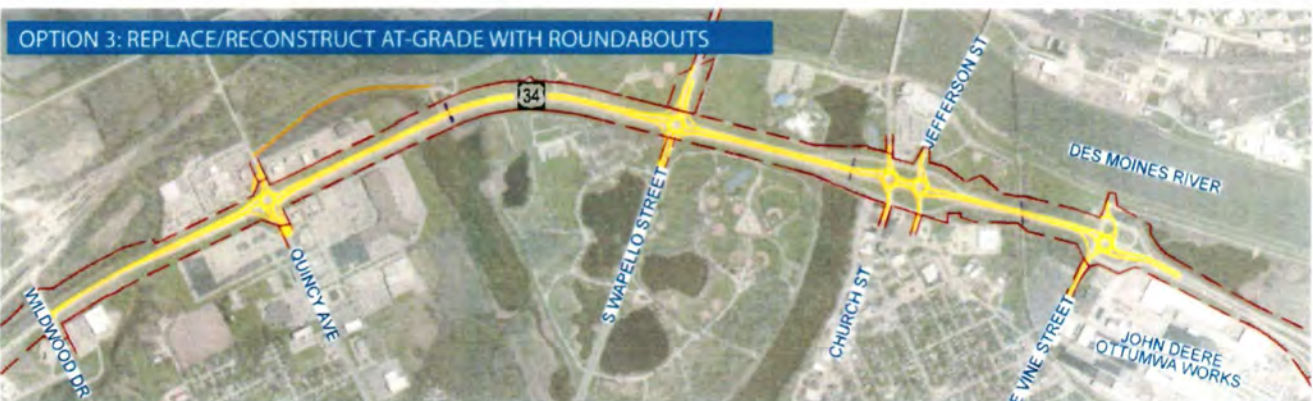
PROS	CONS
<ul style="list-style-type: none"> <li>Improved to acceptable design standards</li> <li>Minimal earthwork</li> <li>No additional ROW</li> </ul>	<ul style="list-style-type: none"> <li>Cost versus benefits</li> <li>Highest exposure to high speed traffic</li> <li>Corridor will remain at existing profile grade</li> </ul>

### OPTION 2: REPLACE/RECONSTRUCT AT-GRADE WITH SIGNALIZED INTERSECTIONS



PROS	CONS
<ul style="list-style-type: none"> <li>At grade corridor</li> <li>Uniform geometry throughout</li> <li>Less bridge maintenance cost</li> </ul>	<ul style="list-style-type: none"> <li>Increased stops throughout corridor</li> <li>Increased higher speed conflict points</li> <li>Increased signal maintenance costs</li> </ul>

### OPTION 3: REPLACE/RECONSTRUCT AT-GRADE WITH ROUNDABOUTS











PROS	CONS
<ul style="list-style-type: none"> <li>At grade corridor</li> <li>Reduced stops</li> <li>Reduced severity of crashes</li> <li>Lowest maintenance cost</li> <li>Opportunity for aesthetic improvement to provide a more urban feel</li> </ul>	<ul style="list-style-type: none"> <li>Potential Increase in number of low severity crashes</li> <li>Additional Right-of-Way (ROW) may be required</li> <li>Travel through roundabouts maybe difficult for permitted loads.</li> </ul>

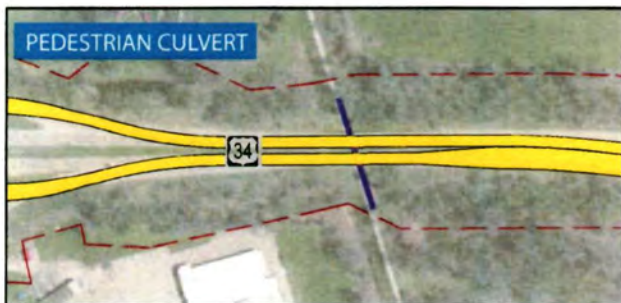
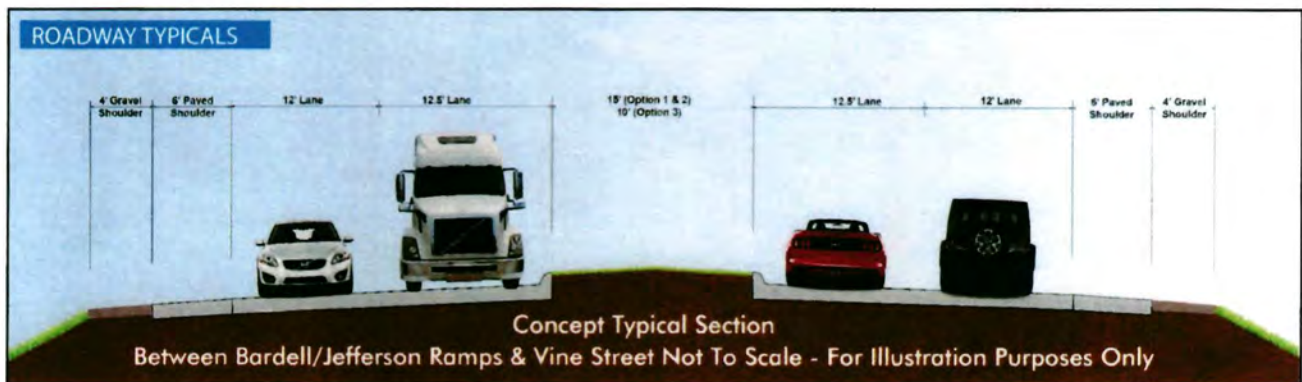




With the removal of the median crossings along US 34 in all options taking place, Eastbound traffic will not have vehicle access to park. Improvements will be made to the existing gravel road, off Quincy Avenue, to provide improved vehicle access to the park. Access to the park from US 34 will still be allowed for Westbound traffic.

#### LEGEND

 PROPOSED PAVEMENT	 PROPOSED GRANULAR SURFACE	 PROPOSED PEDESTRIAN TUNNEL	 MEDIAN CROSS-OVER REMOVAL
 PROPOSED RE-PAVING AREA	 PROPOSED BRIDGES	 EXISTING PEDESTRIAN TUNNEL	 EXISTING RIGHT OF WAY LINES



In all options, the existing roadway bridges over the pedestrian trail will be removed and a 12' x 11' box culvert will be constructed for pedestrian traffic under US 34.



## OPTION 1

### REPLACE/RECONSTRUCT ALONG EXISTING PROFILE



PROS	CONS
<ul style="list-style-type: none"> <li>• Correcting existing lane shift.</li> <li>• Minimum disturbance to traffic.</li> </ul>	<ul style="list-style-type: none"> <li>• Will require shifting of signal head</li> <li>• Safety concerns for signalized intersections with elevated risk of high severity crash for angled collisions.</li> </ul>

#### LEGEND

PROPOSED PAVEMENT	PROPOSED GRANULAR SURFACE	PROPOSED PEDESTRIAN TUNNEL	MEDIAN CROSS-OVER REMOVAL
PROPOSED RE-PAVING AREA	PROPOSED BRIDGES	EXISTING PEDESTRIAN TUNNEL	EXISTING RIGHT OF WAY LINES



PROS	CONS
<ul style="list-style-type: none"> <li>• Updated lane configuration</li> <li>• Extended merge lanes</li> <li>• Eastbound traffic will have access to the park via Quincy Avenue (Refer to previous page for drawing)</li> </ul>	<ul style="list-style-type: none"> <li>• Intersection in Top 200 for Statewide Safety Improvement Candidate list.</li> <li>• First at-grade intersection for westbound traffic after two interchanges.</li> </ul>





PROS	CONS
<ul style="list-style-type: none"> <li>Increased merge distance</li> <li>Improved geometry</li> <li>Increased bridge width</li> <li>Only need to maintain 2 signalized intersections</li> </ul>	<ul style="list-style-type: none"> <li>Design is not per acceptable standards</li> <li>US 34 WB bridge over Bardell Street does not meet acceptable vertical clearance</li> <li>Interchange approaching safety and operational thresholds</li> <li>Last interchange for westbound traffic before IA149/Wapello Street maybe a contributing factor</li> </ul>

#### LEGEND

PROPOSED PAVEMENT	PROPOSED GRANULAR SURFACE	PROPOSED PEDESTRIAN TUNNEL	MEDIAN CROSS-OVER REMOVAL
PROPOSED RE-PAVING AREA	PROPOSED BRIDGES	EXISTING PEDESTRIAN TUNNEL	EXISTING RIGHT OF WAY LINES



PROS	CONS
<ul style="list-style-type: none"> <li>Update interchange to acceptable conditions</li> <li>Reduce number of vehicular turning movement conflict points</li> <li>Reduced footprint</li> </ul>	<ul style="list-style-type: none"> <li>Driver unfamiliarity with a single point urban interchange</li> <li>Environmental concerns with pond on NE quadrant</li> </ul>



## OPTION 2

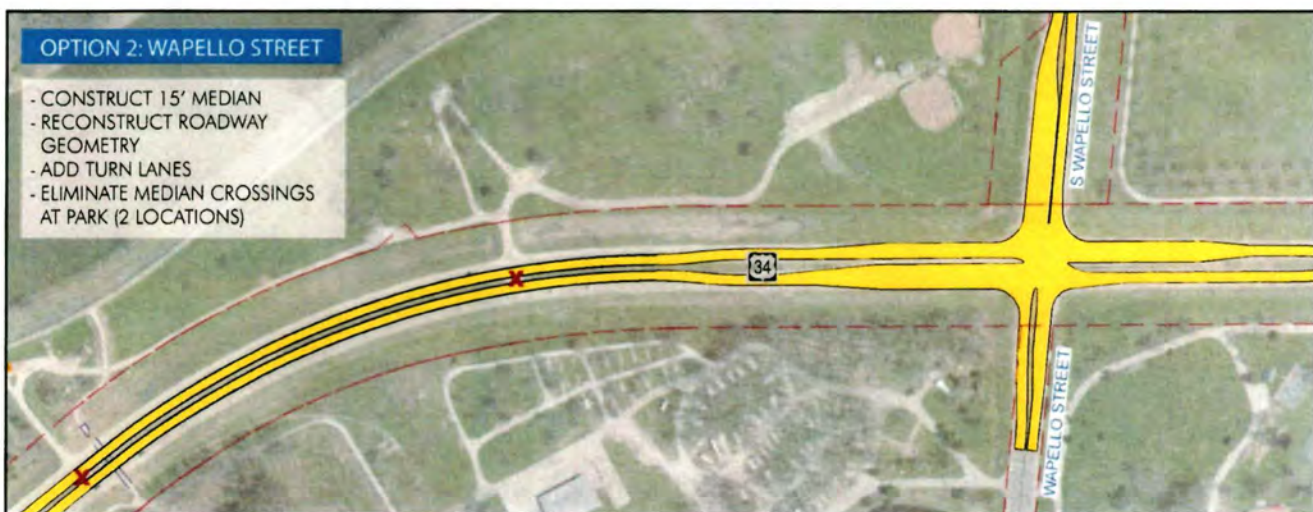
### REPLACE/RECONSTRUCT AT-GRADE WITH SIGNALIZED INTERSECTIONS



PROS	CONS
<ul style="list-style-type: none"> <li>• Correcting existing lane shift.</li> <li>• Minimum disturbance to traffic.</li> </ul>	<ul style="list-style-type: none"> <li>• Will require shifting of signal head</li> <li>• Safety concerns for signalized intersections with elevated risk of high severity crash for angled collisions.</li> </ul>

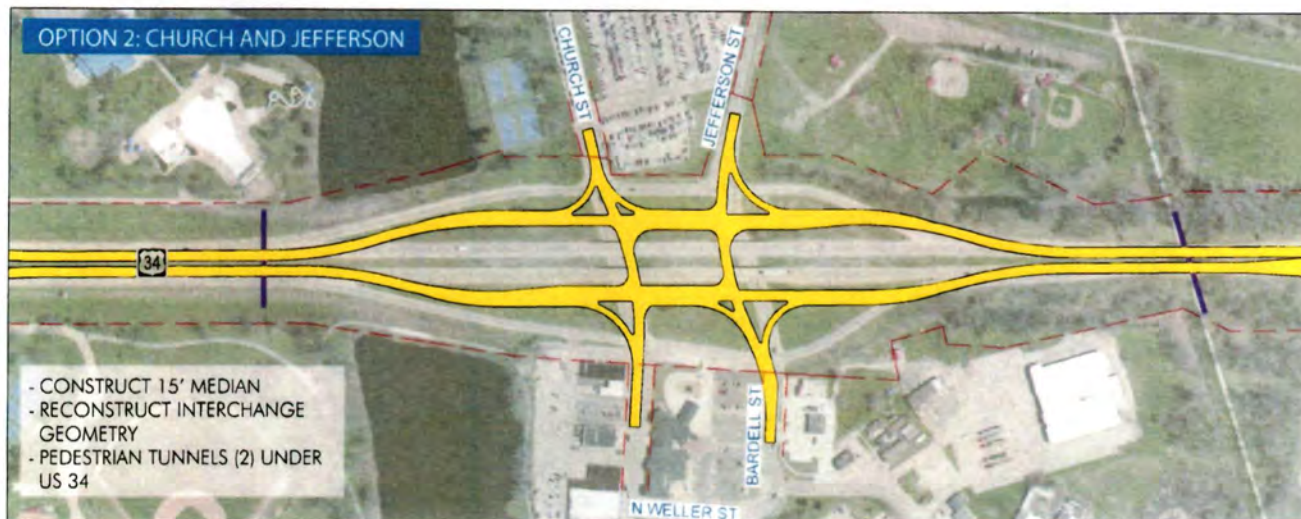
#### LEGEND

PROPOSED PAVEMENT	PROPOSED GRANULAR SURFACE	PROPOSED PEDESTRIAN TUNNEL	MEDIAN CROSS-OVER REMOVAL
PROPOSED RE-PAVING AREA	PROPOSED BRIDGES	EXISTING PEDESTRIAN TUNNEL	EXISTING RIGHT OF WAY LINES



PROS	CONS
<ul style="list-style-type: none"> <li>• Updated lane configuration</li> <li>• Extended merge lanes</li> </ul>	<ul style="list-style-type: none"> <li>• Intersection in Top 200 for Statewide Safety Improvement Candidate list.</li> <li>• First at-grade intersection for westbound traffic after two interchanges.</li> </ul>





PROS	CONS
<ul style="list-style-type: none"> <li>At-grade signalized intersections to improve corridor safety</li> <li>Lower maintenance costs due to bridge removal</li> <li>Safer grade separated pedestrian movement</li> </ul>	<ul style="list-style-type: none"> <li>More signals to maintain</li> <li>More stops for vehicles</li> </ul>

#### LEGEND

PROPOSED PAVEMENT	PROPOSED GRANULAR SURFACE	PROPOSED PEDESTRIAN TUNNEL	MEDIAN CROSS-OVER REMOVAL
PROPOSED RE-PAVING AREA	PROPOSED BRIDGES	EXISTING PEDESTRIAN TUNNEL	EXISTING RIGHT OF WAY LINES

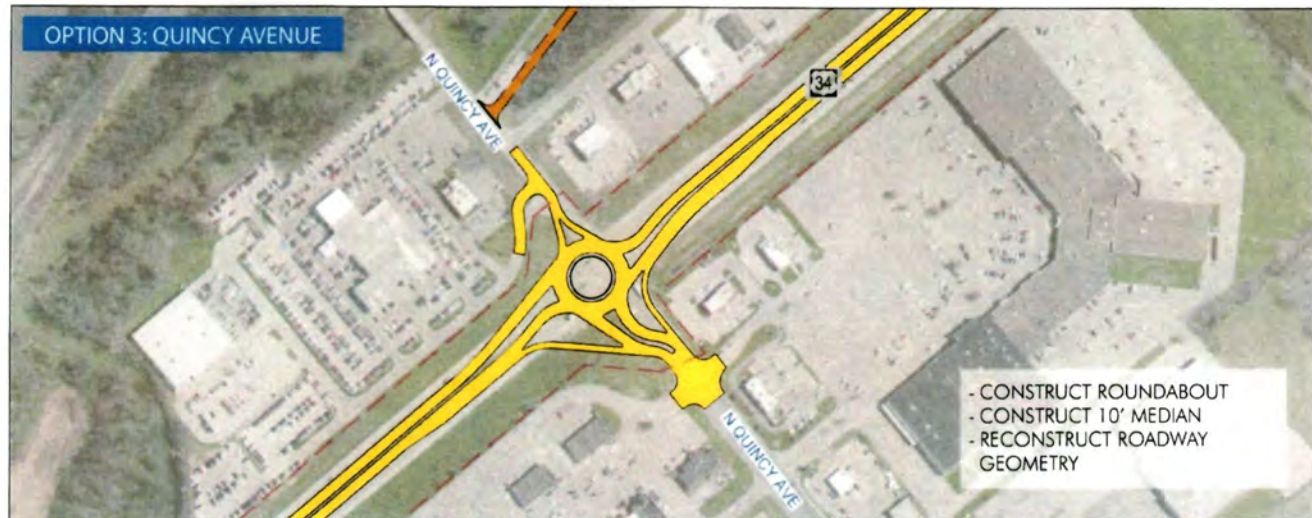


PROS	CONS
<ul style="list-style-type: none"> <li>At-grade intersection with improved heavy vehicle accessibility</li> <li>Smaller foot print</li> <li>Increased sight distance, horizontally and vertically</li> <li>Lower maintenance cost due to bridge removal</li> <li>No additional ROW or environmental concerns</li> </ul>	<ul style="list-style-type: none"> <li>Increased vehicle turning movement conflict points</li> <li>Increased maintenance costs due to additional signals</li> <li>More stops for vehicles</li> </ul>



## OPTION 3

### REPLACE/RECONSTRUCT WITH ROUNDABOUTS



PROS	CONS
<ul style="list-style-type: none"> <li>• Reduced stops</li> <li>• Improved level of service</li> <li>• Less overall delay</li> </ul>	<ul style="list-style-type: none"> <li>• Additional Right-of-Way (ROW) may be required</li> <li>• Signalized intersection south on Quincy can create queueing situations</li> </ul>

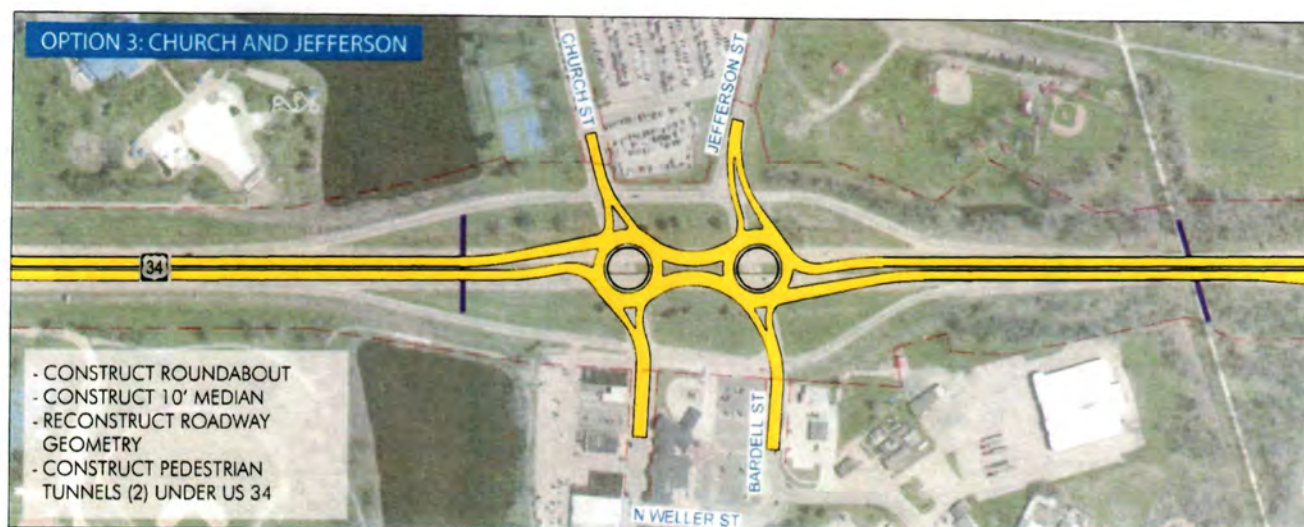
#### LEGEND

PROPOSED PAVEMENT	PROPOSED GRANULAR SURFACE	PROPOSED PEDESTRIAN TUNNEL	MEDIAN CROSS-OVER REMOVAL
PROPOSED RE-PAVING AREA	PROPOSED BRIDGES	EXISTING PEDESTRIAN TUNNEL	EXISTING RIGHT OF WAY LINES



PROS	CONS
<ul style="list-style-type: none"> <li>• Decreased vehicular turning movement conflict points</li> <li>• Slower intersection speeds result in less severe crashes</li> <li>• Reduced maintenance due to no signals</li> </ul>	<ul style="list-style-type: none"> <li>• Slight increase in low severity crashes</li> <li>• Significant left-hand movements may decrease efficiency of the roundabout</li> </ul>





PROS	CONS
<ul style="list-style-type: none"> <li>• Lower maintenance costs due to bridge removal</li> <li>• Safer grade separated pedestrian movement</li> <li>• Reduced stops</li> <li>• Reduced vehicular turning movements conflict points</li> <li>• Lower maintenance due to no signals</li> <li>• More area for possible development</li> </ul>	<ul style="list-style-type: none"> <li>• Unfamiliarity with geometric layout</li> <li>• Potential queueing spillover between roundabouts for future traffic</li> </ul>

**LEGEND**

PROPOSED PAVEMENT	PROPOSED GRANULAR SURFACE	PROPOSED PEDESTRIAN TUNNEL	MEDIAN CROSS-OVER REMOVAL
PROPOSED RE-PAVING AREA	PROPOSED BRIDGES	EXISTING PEDESTRIAN TUNNEL	EXISTING RIGHT OF WAY LINES



PROS	CONS
<ul style="list-style-type: none"> <li>• Lower maintenance costs due to bridge removal</li> <li>• Reduced stops</li> <li>• Reduced vehicular turning movements conflict points</li> <li>• Lower maintenance due to no signals</li> <li>• More area for possible development</li> </ul>	<ul style="list-style-type: none"> <li>• Highest percentage of truck turning.</li> </ul>



received  
10.9.24 1pm

Item No. I.-5

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: October 15, 2024

Jason McDaniel

Prepared By

Street  
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #238-2024. Purchase a 2024 Magnum Patcher from Road Doctors in the amount of \$68,000.00

\*\*\*\*\*

☐

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

☐

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

RECOMMENDATION: Pass and Adopt Resolution #238-2024. Approve the purchase of a 2024 Magnum Patcher from Road Doctors in the amount of \$68,000.00.

DISCUSSION: The Crafcro Patcher, #26, was purchased in July of 2008. Evaluation of 2018 was to replace, but the motor was rebuilt/replaced instead and the machine was kept in the fleet. Evaluation on September 18, 2024, (included) recommended repairs estimated at \$24,700.00. The intent was to include with the FY26 capital plan, but one supplier had a new machine on hand they were willing to sell at a significant discount, so we solicited two other quotes and are asking to purchase the equipment now.

Three quotes have been received with the lowest bidder of \$68,000.00 from Road Doctors. This bid will expire October 31, 2024, with an increase in price to \$109,500.00 after the first of the year. This unit was ordered and declined by a customer that is why this unit is currently available at this price at this time.

Road Doctors:	\$68,000.00
Total Patcher:	\$77,700.00
Star Equipment:	\$93,355.00

Replacement cost: \$68,000.00

Source of Funds: 310

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #238-2024

A RESOLUTION APPROVING THE PURCHASE OF A 2024 MAGNUM PATCHER

WHEREAS, The Crafcro Patcher was purchased in July 2008. The motor has been rebuilt/replaced in July 2018. Evaluation of the Patcher on September 18, 2024 resulted in repairs estimated at \$24,700.00; and

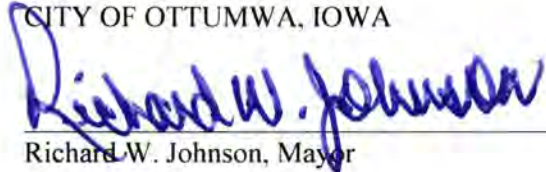
WHEREAS, Three bids were received with the lowest bid at \$68,000.00; and

WHEREAS, The lowest bid will expire on October 31, 2024 with an increase in price to \$109,500.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of the Crafcro Patcher is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15<sup>th</sup> day of October, 2024.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

## EQUIPMENT EVALUATION

Vehicle: 26

Year: 2008

Model & Type: Crafcu Patcher

Dept: 210

Mileage: \_\_\_\_\_

Hour Meter: 7156

The below evaluations are not actual estimates.

	Comments	Good	Fair	Poor	Cost of Repair
Engine	Using some oil, has been replaced once - engine replaced in 2018		x		\$15,000.00
Transmission			N/A		
Transfer			N/A		
Rearend/Final Drives			N/A		
Brakes	Need - replaced			X	\$ 400.00
Tires/Steering	35% left		X		\$ 300.00
Body & Frame Suspension	Augers and hoppers need replaced - wore out - holes in hopper			X	\$ 4,000.00
Miscellaneous (Interior/lights/windows)					
Hydraulic System	Hydraulic motor weak needs replaced - all hoses need replaced - pump loosing pressure			X	\$ 5,000.00
					\$24,700.00

2024	\$ 1,423.21
2023	\$ 2,692.36
2022	\$ 960.49
2021	\$ 2,539.40
2020	\$ 1,839.59

Checked by: 1032

Date: 9/18/2024

Approved: Yes No

Destination: \_\_\_\_\_

Road Doctors, LLC  
102 County Road 3115  
Valley Mills, TX 76689  
+12543474900  
jared@roaddoctors.com

INVOICE

**BILL TO**  
mcdanielj@ottumwa.us

**SHIP TO**  
ottumwa

**INVOICE #** 1R9N430  
**DATE** 10/08/2024  
**DUE DATE** 10/08/2024  
**TERMS** Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
magnum patcher Magnum patcher complete-2024	1	68,000.00	68,000.00

This price does not include delivery.  
Delivery is \$2.00 per mile one way.  
This one time discounted offer expires October 30th, 2024.

SUBTOTAL	68,000.00
TAX	0.00
TOTAL	68,000.00
BALANCE DUE	\$68,000.00



## Jason McDaniel

---

**From:** Eddie Taylor <eddie@roaddoctors.com>  
**Sent:** Monday, October 7, 2024 11:47 AM  
**To:** Jason McDaniel  
**Subject:** Magnum pothole patcher

You don't often get email from eddie@roaddoctors.com. [Learn why this is important](#)

One new 2025 Magnum Pothole Patcher = \$109,500.00  
New Tailgate = \$4,900.00  
Delivery & Set-Up = \$2.00 per mile one way.

Please respond receipt of this email.

Thank you,

Eddie Taylor  
Highway Maintenance Solutions LLC  
Road Doctors LLC  
102 C.R. 3115  
Valley Mills, TX. 76689  
Office: 254-347-4900  
Direct: 254-347-4196  
Cell: 254-203-0040



The information contained in this communication is confidential, may be privileged pursuant to the attorney-client privilege and/or the work product doctrine, may constitute inside information, and is intended only for the use of the addressee. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, be advised that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by return Email.



Quote  
Ottumwa Ia  
10-09-2024

## **Trailer Mounted Spray Patcher Proposal for one (1) Total Patcher T7500**

### **T7500 Spray Injection Patcher**

**Color:** High visibility green

**Engine:** John Deere 74hp final tier 4 turbo diesel

**Air Compressor :** 15 CFM

**Blower:** 450 cfm

**Emulsion Tank:** 250 gal pressure vessel

#### **Included Equipment & Features**

L.E.D. Light bar

Tailgate box for truck

Freight

On-site training

See attached spec sheet for other standard features

#### **Warranty Coverage**

2-year 2000 hour on John Deere diesel engine

5-year on Torsion suspension

1-year on patcher components

**► TOTAL PRICE \$77,700.00 ◀**

**\*\* Meets Federal Motor Vehicle Requirements\*\***

F.O.B. Pittsboro IN

Representative

Aaron Warren

317-946-0322

**Total Patcher: 4614 East 1000 North: Pittsboro, IN  
Phone 317-892-4737 Fax 317-892-5196  
[www.totalpatcher.com](http://www.totalpatcher.com)**



# 3 Easy Steps to Smoother Roads

Costly, inefficient road repair has long been a thorn in the side of many people from municipality and city officials to the taxpayers who use the road. Use The Total Patcher T-7500 Road Repair System, and everybody wins!

In only three simple steps, the Total Patcher T-7500 allows the repair crew to quickly and efficiently create a permanent patch over potholes, alligator cracks, shoulder failures and many other common road issues. The Total Patcher T-7500 gets traffic moving again, road repair cost are minimized, and everyone is happy!



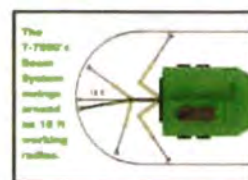
1 Clean area with on-board airstream



2 Apply tack coat to area to be repaired



3 Apply aggregate/emulsion mixture - you're done!



## Free Travel Boom System

The Boom System supports the weight of the aggregate hoses, making operating the T-7500 Total Patcher easier than ever! The Boom System allows an 18 ft working radius.

BENEFITS OF OPERATION	
✓	Produces 125 lbs of material mixed 100 lbs per hour
✓	Creates a permanent patch
✓	Uses optimum emulsion
✓	Low effort boom removes stress from operator
✓	24 weather resistant design protects full control
✓	Hoses stored up to 2 1/2 inches without dragging
✓	Active emulsion heating system

## Operator Controls

All operator controls for the throttle, emulsion and aggregate flow are conveniently located at handle.

## ECONOMICAL:

The Total Patcher T-7500 pays for itself in many ways:

- Material cost is approximately 1/2 the cost of cold mix
- Repairs last for years
- Store materials on-site for increased efficiency
- No other equipment necessary= aggregate is supplied by your dump truck the Total Patcher T-7500 does the rest!
- Produce 20 tons of (or more) of road repair patch daily

## TOTAL PATCHER T-7500 WILL REPAIR:

- Potholes
- Alligator Cracks
- Utility Cuts
- Low Water Crossings
- Shoulder Failures





## Total Patcher T-7500 Features:

### EMULSION TANK:

- **Size** – 250 U.S. Gallon; 12-inch filler cap for added safety and convenience
- **Working Pressure** – 200 psi @ 500° F pressure relief set from 100-110 psi
- **Insulation** – R-15 rating with a fire retardant fiber reinforced aluminum cover
- **Heat** – Two 1500w radiant heater blankets (120v) with thermostatic control

### EMULSION LINE CLEAN OUT TANK:

- 15 U.S. gal pressure vessel rated at 200 psi @ 450° F pressure relief at 175 psi

### ENGINE FUEL TANK:

- 18 ½ U.S. gallon tank steel fuel tank with quantity gauge

### COMPRESSOR:

- Auxiliary driven 15 cfm continuous duty; governor set @ 125 psi (Emulsion tank regulated @ 90 psi)

### BLOWER:

- 450 cfm with 7 psi (14 potential) @ 1500 RPM, approx. 42 BHP. Mounted directly off engine flywheel (requires no belts or pulleys). Protective air pop-off valve set @ 10 psi. Normal operating temp under 230° F (max 275° F)

### AIR CONVEYOR AGGREGATE FEED:

- Hopper box on patcher receives aggregate via a 5" dia flex hose from dump truck. Aggregate is injected into the air conveyor system via a low pressure suction created by a venturi (under the hopper box). Slide gate opens and closes by a 4" stroke air ram controlled through a 12v air solenoid valve activated by a remote switch located at the operator control handle. Aggregate ¼" - ½" in size is normally used. Machine will allow a 2 ½" stone to pass without clogging. Air solenoid has a manual override for ease of service.

### AIR FILTERS:

- **Engine** – Paper element with vactuator valve in filter housing
- **Compressor** – Paper element with vactuator valve in filter housing
- **Blower** – Paper element with 300 inches in filtration surface with foam pre-cleaner

### MOBILE HEATING SYSTEM:

- Engine coolant is routed through a high efficiency heat exchanger filled with heat exchange fluid. The heated fluid circulates via 12v circulation pump throughout the emulsion system, including the emulsion storage tank, hoses and spray nozzle. Average system temp is 140° F. The Total Patcher Vortex can effectively work down to ambient temp of 0° F (using proper emulsion for those temps).

### VENTED NOZZLE/SPRAY TIP:

- **Nozzle** – Light weight steel tube 3 ½" x 13" automatically pressure compensates to prevent blowing material out of target area. Promotes clean operation and precise control.
- **Spray tip** – Singular heated block with a precession laser cut 1"x .0625" inch slot for dispensing emulsion for 100% aggregate coating.

### AGGREGATE HOSE:

- Aggregate travels the length of the machine via a 3 ½" ID schedule 40 pipe, then travels through 3 ½" ID rubber neoprene line hose (wire reinforced to prevent kinks). Hose is designed to provide super abrasion resistance.

### EMULSION SUPPLY/DIESEL CLEAN-UP LINE:

- A 20' long x ½" ID hose rated @ 2,300 PSI carries the emulsion to the spray nozzle. Emulsion lines are encased in a heated insulated line packet to allow for cold weather operation. This line also serves as the clean-out line when patching operations are completed. Clean up takes about 1 quart of fluid

### SWING HOSE CARRIER:

- **Easy Operation** – Free travel boom system supports the weight of the aggregate hoses. System allows an 18' working travel radius. All operators controls for throttle, emulsion and aggregate flow are located at the operator control handle.

### TRAILER:

- **Frame** – 6" x 2" x ¼" Thick rectangular tube frame
- **Axles** – Tandem 6,000 lb torsion bar for a 12,000 lb load capacity
- **Tires** – Four ST235-80 R16; load range D; heavy-duty white modular 8 lug rims
- **Brakes** – Four wheel electric with breakaway unit
- **Lights** – Brake & tail, side marker, multi-directional/multi-pattern high intensity LED light stick, rear mounted strobe.
- **Dimensions** – 96" wide x 91" high x 198" long
- **Weight** – 5970 lb empty, 8170 lb loaded

Specifications subject to change without notice.



Nozzle allows precise control of spray to target area.



The hopper receives aggregate from the dump truck.



Optional Crack Seal Attachment good for sealing cracks before they become potholes.



Standard Equipped LED light stick.

## Total Patcher

4614 East 1000 North • Pittsboro, IN 46167

Toll Free: 866-892-4737 • Ph: 317-892-4737 • Fax: 317-892-5196

info@totalpatcher.com • www.totalpatcher.com





QUOTATION  
**STAR EQUIPMENT LTD**  
CONSTRUCTION EQUIPMENT DISTRIBUTORS  
**SALES-SERVICE-RENTAL**



1401 2<sup>nd</sup> Avenue, Des Moines, IA 50314 515/283-2215 \* 800/369-2215 \* Fax 515/283-0295  
2950 6<sup>th</sup> Street SW, Cedar Rapids, IA 52404 319/365-5139 \* 800/728-5139 \* Fax 319/365-6726  
2625 W Airline Hwy, Waterloo, IA 50703 319/236-6830 \* 800/791-9249 \* Fax 319/236-6834  
2100 E. Lincoln Way, Ames, IA 50010 515/233-9500 \* Fax 515/233-9505

**Acct 12055**

Jason McDaniel  
City of Ottumwa  
105 E 3<sup>rd</sup> St  
Ottumwa, IA 52501

Quote: 24658  
Date: 10-09-2024  
Email: [mcdanielj@ottumwa.us](mailto:mcdanielj@ottumwa.us)  
Phone: 641-799-6237

QTY	Description	Budgetary Price
1	<b>New Cimline P2 Trailer DuraPatcher:</b> <ul style="list-style-type: none"><li>Two-Person Patcher – 250g Capacity – up to 2.5" Aggregate</li><li>Electric Blanket Tank Heating, 110v @ 15a</li><li>74hp Final T4 Diesel Engine w/ 18g Fuel Tank</li><li>Dimensions: 194 x 96 x 91" – 5560lb Weight, 10,400lb GVWR</li><li>All Standard Equipment plus: Tank Contents Gauge, 12v Nozzle Heater &amp; 30 x 60" LED Arrow Board</li></ul>	\$93,355.00

FOB Point: Factory  
Terms Due Upon Receipt of Invoice

Sub Total \$93,355.00  
PDI \$600.00

**Budgetary Quote**

Freight \$1,500.00  
**Total \$95,455.00**

Estimated delivery after receipt of order (budgetary).  
Quotation for acceptance within 10 days.

**Subject to Prior Sale and  
Management Approval  
STAR EQUIPMENT, LTD**

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

Territory: 58  
By Jeff Anderson (319) 350-7283



## P2™ Two-Person Patcher with DuraPatcher™ Technology

**Benefits:**

- Lowest cost per patch with as little as 2-person crew and lower material costs
- Maximizes your budget by never having to patch the same pothole twice
- Faster and simpler patching process with our pothole patching machine that limits public disruption

**Featuring:**

- Virtually no moving parts in the delivery system which lowers the maintenance costs
- Onboard heat allows patching in cold weather conditions
- Ergonomic, no-stress boom easily covers an 18-foot working radius
- Specially designed Vent-Flo™ nozzle that thoroughly coats the aggregate with emulsion, ensuring a permanent patch
- Powerful blower and DuraPatcher venturi system can reliably deliver aggregate up to 2.5" in diameter



**REQUEST A QUOTE**

DOWNLOAD LITERATURE

### BID SPECIFICATION

VIDEO - CLIMLINE P2

MANUAL

## SPECIFICATIONS

Emulsion Capacity:	250 Gallons
Engine:	74HP IT4 Diesel
Heating Method (Overnight):	Electric Blanket
Heat Rating:	2 x 1500 Watts
Tank Insulation:	R 15
Blower:	450 CFM at 1500 RPM, 10 PSI
GVWR (lbs):	10,400
GAWR (lbs):	2 x 6000
Axles/ Suspension:	2 (Leaf Spring)
Brake Type:	Electric
Clean Out:	15 Gallons

Fuel Capacity:	13 Gallons
Trailer Construction:	5' x 9' x 34" Reinforced Tarp
Drain Valve:	3"
Temperature Gauge:	5"
Dimensions (l x w x h):	15'0" x 12'0" x 34"
Shipping Weight:	3,500 lbs
Warranty:	Two Year Limited

See P2, P2 Pro & P2 Pro Max for more information on the P2 patcher.

## CITY OF OTTUMWA Staff Summary

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

Council Meeting of : Oct 15, 2024

Jake Rusch

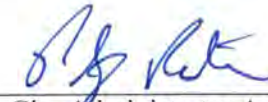
Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No.239-2024. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 120 N Davis.

\*\*\*\*\*

☐

**\*\*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 239-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 120 N Davis were accepted until 2 P.M. on October 9, 2024. Two Asbestos Bids and Four Demolition bids were received. Dan Laursen submitted the best bid in the amount of \$1,000.00 for the asbestos removal. Don Jones Submitted the best bid in the amount of \$7,200.00 for demolition and cleanup. Staff recommends awarding them the contract. A bid tab is attached.



RESOLUTION NO. 239-2024

A RESOLUTION AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 120 N DAVIS.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on October 9, 2024; and

WHEREAS, the lowest qualified bid was from Dan Laursen in the amount \$1,000.00 for Asbestos removal;

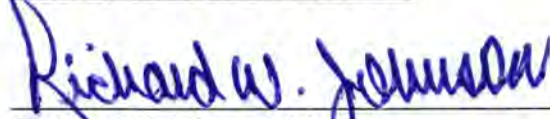
AND WHEREAS, the lowest qualified bid was from Don Jones in the amount of \$7,200.00 for Demolition and Clean up;

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

Dan Laursen be awarded the contract in the amount of \$1,000.00 for the asbestos removal and Don Jones be awarded the contract in the amount of \$7,200.00 for demolition and cleanup of the condemned property at 120 N Davis. For a total in the amount of \$8,200.00.

APPROVED, PASSED AND ADOPTED this 15<sup>th</sup> day of October 2024.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

120 N DAVIS	Asbestos	Demolition	Total
Don Jones	na	\$7,200.00	\$7,200.00
Dan Laursen	\$1,000.00	\$14,900.00	\$15,900.00
Weston Mckee	\$1,400.00	\$9,400.00	\$10,800.00
Ryan Custom Services LLC	NA	\$27,250.00	\$27,250.00
Best Bid For Asbestos Removal Dan Laursen \$1,000.00			
Best Bid for Demolition and cleanup Don Jones \$7,200.00			
		TOTAL:	\$8,200.00



CITY OF  
OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND  
DEMOLITION OF 120 N DAVIS STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
120 N DAVIS		7200. <sup>00</sup>	7200. <sup>00</sup>

\_\_\_\_\_ Initial here if you are willing to have individual portions of your bid considered for award.

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

**A Bid Security** must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

**The Successful Bidder** shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

Donald L. Jones  
Signature

DONALD L. JONES  
Printed Name

19845 55TH. STREET  
Address

641-799-7971  
Telephone Number

OTTUMWA, IOWA 52501  
City, State, Zip

10-9-24  
Date

jandjnowingottumwa@gmail.com  
E-mail Address




 Initial Form Here



REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND  
DEMOLITION OF 120 N DAVIS STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
120 N DAVIS	1000 <sup>00</sup>	14,900 <sup>00</sup>	\$15,900 <sup>00</sup>
	1000 <sup>00</sup>	14,900 <sup>00</sup>	\$15,900 <sup>00</sup>

 Initial here if you are willing to have individual portions of your bid considered for award.

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

**A Bid Security** must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

**The Successful Bidder** shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

  
Signature

DAN LAURSEN  
Printed Name

510 morrison dr  
Address

641-799-3818  
Telephone Number

52501  
OTterburn, IA  
City, State, Zip

Oct. 8th 2024  
Date

DAN LAURSEN44@yahoo.com  
E-mail Address



REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND  
DEMOLITION OF 120 N DAVIS STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
120 N DAVIS	\$1,400. <sup>00</sup>	\$9,400. <sup>00</sup>	\$10,800. <sup>00</sup>

\_\_\_\_\_ Initial here if you are willing to have individual portions of your bid considered for award.

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WM

Initial Form Here

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

**The Bid Form and Work Required document** automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

Weston McKee

Signature

Weston McKee

Printed Name

2953 Glasgow Rd

Address

641-226-4412

Telephone Number

Fairfield, IA 52556

City, State, Zip

10-9-24

Date

WestonMcKee@yahoo.com

E-mail Address



Ryan Custom Services LLC

5182 262nd St  
Melrose, IA 52569

Estimate

Date	Estimate #
9/19/2024	151

Name / Address
City of Ottumwa Building and Code Enforcement Department 210 W Main Ottumwa, IA 52501

			Project
Description	Qty	Rate	Total
Demolition of 120 North Davis Ottumwa, IA 52501	1	27,250.00	27,250.00
		<b>Total</b>	\$27,250.00

received  
10.9.24 330

Item No. I.-7

## CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Oct 15, 2024

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.241-2024. A resolution awarding the contracts for  
Asbestos abatement and demolition of the condemned property at 1515  
W Main.

\*\*\*\*\*

☐

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

☐

\*\*The Board of Public Works may wish to consider the attached to the  
Staff Summary, if the Board of Public Works is not attached, the item will not  
be placed on the agenda.\*\*

RECOMMENDATION: **Pass and Adopt Resolution 241-2024**

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 1515 W Main  
were accepted until 2 P.M. on October 9, 2024. Two Asbestos Bids and  
Three Demolition bids were received. Dan Laursen submitted the best bid  
in the amount of \$5,700.00 for the asbestos removal, demolition and  
cleanup. Staff recommends awarding him the contract. A bid tab is  
attached.

RESOLUTION NO. 241-2024

A RESOLUITON AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 1515 W MAIN.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on October 9, 2024; and

WHEREAS, the lowest qualified bid was from Dan Laursen in the amount \$700.00 for Asbestos removal;

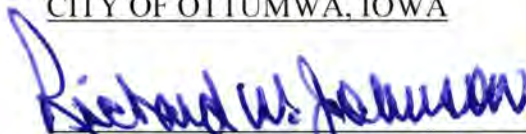
AND WHEREAS, the lowest qualified bid was from Dan Laursen in the amount of \$5,000.00 for Demolition and Clean up;

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

Dan Laursen be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 1515 W Main in the amount of \$5,700.00.

APPROVED, PASSED AND ADOPTED this 15<sup>th</sup> day of October 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

<b>1515 W MAIN</b>	<b>Asbestos</b>	<b>Demolition</b>	<b>Total</b>		
<b>Weston Mckee</b>	\$2,400.00	\$7,400.00	\$9,800.00		
<b>Dan Laursen</b>	\$700.00	\$5,000.00	\$5,700.00		
<b>Don Jones</b>	na	\$6,400.00	\$6,400.00	Demolition only	
<b>Best Bid For Asbestos Removal, Demolition and clean up:</b>					
<b>Dan Laursen</b>		<b>Total:</b>	\$5,700		



*JS*

Initial Form Here



CITY OF

OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND  
DEMOLITION OF 1515 W MAIN STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
1515 W MAIN	\$ 700. <sup>00</sup>	\$ 5,000. <sup>00</sup>	\$ 5,700. <sup>00</sup>
	\$ 700. <sup>00</sup>	\$ 5,000. <sup>00</sup>	\$ 5,700. <sup>00</sup>

\_\_\_\_ Initial here if you are willing to have individual portions of your bid considered for award.

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

**A Bid Security** must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

**The Successful Bidder** shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

  
Signature

DAN LAURSON.  
Printed Name

50 Morrell Dr.  
Address

641-299-3818.  
Telephone Number

OTTUMWA. IA 52501  
City, State, Zip

OCT. 9TH. 2024  
Date

DAN LAURSEN 448  
E-mail Address  
yahoo.com.



[ CITY OF ]

OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND  
DEMOLITION OF 1515 W MAIN STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
1515 W MAIN		6400. <sup>00</sup>	6400. <sup>00</sup>

Initial here if you are willing to have individual portions of your bid considered for award.

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amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

Donald L. Jones  
Signature

DONALD L. JONES  
Printed Name

19845 55TH STREET  
Address

641-799-7921  
Telephone Number

OTTUMWA, IOWA 52501  
City, State, Zip

10-8-24  
Date

jandymowingottumwa@gmail.com  
E-mail Address





[ CITY OF ]  
OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND  
DEMOLITION OF 1515 W MAIN STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
1515 W MAIN	\$2,400. <sup>00</sup>	\$7,400. <sup>00</sup>	\$9,800. <sup>00</sup>



Initial here if you are willing to have individual portions of your bid considered for award.

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If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

Weston McKee  
Signature

Weston McKee  
Printed Name

2953 Glasgow Rd  
Address

601-226-4412  
Telephone Number

Fairfield, IA 52556  
City, State, Zip

10-9-24  
Date

WestonMcKee@yahoo.com  
E-mail Address

# CITY OF OTTUMWA

## Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of: Jun 18, 2024

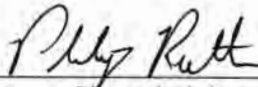
Philip Rath

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 18<sup>th</sup> 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](mailto: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. Kloehn – 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  
[btmcguire77@gmail.com](mailto:btmcguire77@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](mailto: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  
[skreklow@germantownwi.gov](mailto:skreklow@germantownwi.gov)  
N112W1701 Mequon Road  
Germantown, WI 53022  
262-250-4775

CITY OF GREEN BAY  
**Interim Fire Chief Services**  
Eric Genrich, Mayor  
100 N. Jefferson Street  
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](mailto:samb@johnsoncreekwi.org)  
125 Depot Street  
Johnson Creek, WI 53038  
920-699-2296