



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 34
Bridge View Center, 102 Church St.

December 19, 2023
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member McAntire, Pope, Roe, Galloway, Hoffman and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 31 on December 5, 2023 as presented.
 2. Acknowledge June 2023 reconciliation, July 2023 and August 2023 financial statements and payment of bills as submitted by the Finance Department.
 3. Civil Service Eligibility Lists for December 6, 2023: I.T. Technician Entrance and Firefighter Entrance.
 4. Resolution No. 212-2023, approving the contract, bonds, and certificate of insurance for the Greater Ottumwa Park Soccer Complex Project.
 5. Resolution No. 219-2023, approving the contract, bonds, and certificate of insurance for the Richmond Avenue Pump Station Improvements Project.
 6. Resolution No. 226-2023, setting January 2, 2024 as the date of a public hearing on the Proposal to Renew the Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID).
 7. Beer and/or liquor applications for: La Guadalupana, 301 Church Street; El Rancho Grande, 232 E. Main Street; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Status of Financial Reporting of City Funds – Jessica Kinser, Interim Finance Director.

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

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

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

F. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the proposal to lease certain real property at the Ottumwa Regional Airport to The American Bottling Company, Inc.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 202-2023, approving and authorizing the lease of certain real property at the Ottumwa Regional Airport to The American Bottling Company, Inc.

RECOMMENDATION: Pass and adopt Resolution No. 202-2023.

2. This is the time, place and date set for a public hearing on the proposal to lease certain real property at the Ottumwa Regional Airport to The American Bottling Company.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 203-2023, approving and authorizing the lease of certain real property at the Ottumwa Regional Airport to The American Bottling Company.

RECOMMENDATION: Pass and adopt Resolution No. 203-2023.

3. This is the time, place and date set for a public hearing approving Support and Financial Commitment for the Main Street Ottumwa Program for calendar years 2024-2027.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 204-2023, approving Support and Financial Commitment for the Main Street Ottumwa Program for calendar years 2024-2027.

RECOMMENDATION: Pass and adopt Resolution No. 204-2023.

4. This is the time, place and date set for a public hearing on the disposal of City owned property at 129 North McLean Street, Ottumwa, Wapello County, Iowa, to JMH, Enterprises, LLC.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 209-2023, approving and authorizing the conveyance of certain real property known as 129 North McLean Street, Ottumwa, Wapello County, Iowa to JMH, Enterprises, LLC for the sum of \$500.

RECOMMENDATION: Pass and adopt Resolution No. 209-2023.

5. This is the time, place and date set for a public hearing on the disposal of City owned vacant lot No. 214 on Morris Street, Ottumwa, Wapello County, Iowa to Roland and Linda Davis.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 210-2023, approving and authorizing the conveyance of certain real property known as vacant lot No. 214 on Morris Street, Ottumwa, Wapello County, Iowa to Roland and Linda Davis for the sum of \$250.

RECOMMENDATION: Pass and adopt Resolution No. 210-2023.

G. ORDINANCES:

1. Ordinance No. 3220-2023, amending the Municipal Code of the City of Ottumwa, Iowa, by Repealing and Replacing Chapter 1, Article IV, Iowa Income Offset Program, for the Purpose of Complying with the Revised State Program.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3220-2023.
 B. Waive the second and third considerations, pass and adopt Ordinance No. 3220-2023.

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

1. Presentation of Annual City Street Finance Report FY2023.

RECOMMENDATION: Receive information from report reviewing FY2023.

2. Belt Filter Press Repairs for Water Pollution Control Facility.

RECOMMENDATION: Approve the budgeted repairs totaling \$52,773.30 for the Belt Filter Press for Water Pollution Control Facility.

I. RESOLUTIONS:

1. Resolution No. 211-2023, authorizing the withdrawal of interest earned from the City of Ottumwa Iowa Public Agency Investment Trust (IPAIT) for Fiscal Year 2024 and 2025.

RECOMMENDATION: Pass and adopt Resolution No. 211-2023.

2. Resolution No. 213-2023, awarding the contracts for Asbestos Abatement and Demolition of the condemned property at 206 East Finley.

RECOMMENDATION: Pass and adopt Resolution No. 213-2023.

3. Resolution No. 214-2023, awarding the contracts for Asbestos Abatement and Demolition of the condemned property at 556 South Ward Street.

RECOMMENDATION: Pass and adopt Resolution No. 214-2023.

4. Resolution No. 215-2023, approving the final plat of Christner's Second Subdivision in the City of Ottumwa, Wapello County, Iowa and rescinding Resolution No. 99-2023.

RECOMMENDATION: Pass and adopt Resolution No. 215-2023.

5. Resolution No. 216-2023, approving updates to the Personnel Policy.

RECOMMENDATION: Pass and adopt Resolution No. 216-2023.

6. Resolution No. 217-2023, approving the transfer of funds through September 2023 for FY23 and those for FY24 budget as processed by the Finance Department.

RECOMMENDATION: Pass and adopt Resolution No. 217-2023.

7. Resolution No. 218-2023, authorizing the payment of certain expenses without City Council Authorization.

RECOMMENDATION: Pass and adopt Resolution No. 218-2023.

8. Resolution No. 220-2023, approving Change Order No. 8, accepting the work as final and complete and approving the final pay request for the Blake's Branch Sewer Separation Phase 8, Division 1 Project after 30 days.

RECOMMENDATION: Pass and adopt Resolution No. 220-2023.

9. Resolution No. 221-2023, approving Change Order No. 3, accepting the work as final and complete and approving the final pay request for the Blake's Branch Sewer Separation Phase 8, Division 1, East of Iowa Avenue Project after 30 days.

RECOMMENDATION: Pass and adopt Resolution No. 221-2023.

10. Resolution No. 222-2023, awarding the contract for the Elm Street and Fellows Avenue Reconstruction Project to Jones Contracting Corp. of West Point, Iowa in the amount of \$998,554.

RECOMMENDATION: Pass and adopt Resolution No. 222-2023.

11. Resolution No. 224-2023, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the 2023 RFP No. 2, James Street Sewer Repair Project.

RECOMMENDATION: Pass and adopt Resolution No. 224-2023.

12. Resolution No. 225-2023, consideration of Pilot Youth Government Program.

RECOMMENDATION: Pass and adopt Resolution No. 225-2023.

13. Resolution No. 227-2023, providing for the financial support of the Area 15 Regional Planning Commission for the Fiscal Year 2024 (for a total amount of \$13,530.37).

RECOMMENDATION: Pass and adopt Resolution No. 227-2023.

14. Resolution No. 228-2023, providing for the financial support of the Area 15 Regional Planning Affiliation (RPA 15) in the amount of \$6,291 for the Fiscal Year 2024.

RECOMMENDATION: Pass and adopt Resolution No. 228-2023.

15. Resolution No. 229-2023, a resolution opposing Alliant Energy's Electric Rate Increase.

RECOMMENDATION: Pass and adopt Resolution No. 229-2023.

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. ****



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 12/15/2023 TIME: 9:45 AM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #34 to be held on 12/19/2023 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

 FAX MULTI TX REPORT

JOB NO. 4145
 DEPT. ID 4717
 PGS. 6

TX INCOMPLETE -----
 TRANSACTION OK 916606271885
 916416823269
 ERROR 916416847834
 916416828482

KTVO
 Ottumwa Waterworks
 Ottumwa Courier
 Tom FM



CITY OF
 OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 12/15/2023 TIME: 9:45 AM NO. OF PAGES 6
 (Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #34 to be held on
 12/19/2023 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

TX REPORT

JOB NO. 4145
DEPT. ID 4717
ST. TIME 12/15 09:46
SHEETS 6
FILE NAME

TX INCOMPLETE -----
TRANSACTION OK 916606271885
916416823269
ERROR 916416847834
916416828482

KTVO
Ottumwa Waterworks
Ottumwa Courier
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 12/15/2023 TIME: 9:45 AM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO:

FAX NO:

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #34 to be held on
12/19/2023 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

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

December 5, 2023
5:30 O'Clock P.M.

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

Present were Council Member Roe, Galloway, Hoffman, McAntire and Mayor Johnson.
Council Member Pope was absent.

Galloway moved, seconded by Hoffman to approve consent agenda items: Mins. from Regular Mtg. No. 29 on Nov. 21, 2023 and Special Mtg. No. 30 on Nov. 27, 2023 as presented; Appointment of Buddy Kelley to Ottumwa Water Works Brd. of Trustees, term to exp. 7/22/2028 due to a vacancy; Civil Service Elig. Lists for Nov. 22, 2023: Police Officer Entrance; Fixing Dec. 19, 2023 as date for public hearing for Cont. of Support and Financial Commitment for Main St. Ottumwa Program 2024-2027; Res. No. 200-2023, fixing Dec. 19, 2023 as date for public hearing on proposal to lease property at Ottumwa Reg. Airport to Dr Pepper Snapple Group; Res. No. 201-2023, fixing Dec. 19, 2023 as date for public hearing on proposal to lease property at Ottumwa Reg. Airport to The American Bottling Comp.; Res. No. 207-2023, fixing Dec. 19, 2023 as date for public hearing on disposal of City owned property at 129 N. McLean; Res. No. 208-2023, fixing Dec. 19, 2023 as date for public hearing on disposal of City owned vacant lot No. 214 on Morris St.; Beer and/or liquor applications for: Reds Pub, 618 Church; Ottumwa Golf & Social Club, 304 E. Golf, with osa; Tequila Grill, 112 N. Market; American Gothic Performing Arts Greater Ottumwa Vocal Arts Project, 529 E. Main; all applications pending final inspections.
Motion carried 4-1. Absent: Pope

McAntire moved, seconded by Roe to approve Agenda as presented. Motion carried 4-1. Absent: Pope.

Jessica Kinser was introduced, Interim Finance Dir. and provided update on Financial Reporting of City funds. Along with Sarah McGriff, Accountant, FY23 has been reconciled; published AFR 11/28/23 but found errors and will re-publish on 12/9/23; auditors will be on site first wk in Jan. 2024; FY24/25 budget kick off.

City Admin. Rath reported three proposals rec'd for Cedar Creek Golf Course Operations; will hold special city council mtg. 12/12, at 5:00 P.M. at BVC with all submitters; plan to make a decision that evening.

Galloway acknowledged Debbie & David Truit, and Jim Moore on the first Spooky Nights and Lights winner.

Mayor Johnson inquired if anyone from the audience wished to address an item on the agenda. Fred Zesiger, Tim Schwartz and AJ Gevock all request to speak on Item F-1.

This was the time, place and date set for a public hearing regarding previous adoption of Ord. No. 3204-2022, an ord. adopting 2021 version of International Fire Code as the city's fire protection and prevention code. Much discussion was had. Interim Fire Chief Short reported changes included in the Ord. made a significant impact on Main St. Iowa Project; we want to do our due diligence with this and keep life saving measures our top priority.

Galloway added, we have had ongoing conversations about the fire code and realized there are numerous concerns by various entities and wanted a way to bring everyone together to discuss and get on the same page. Unfortunately, when Ord. No. 3204-2022 was passed, there were changes within the Code that we

were not aware of; possibility of working through an amendment in the process instead of reverting back to an outdated version of the Code.

Mr. Zesiger, Mr. Schwartz and Mr. Gevock all addressed council with concerns of this stringent fire code that hinders economic development in the downtown area; can we look at a collaborative approach.

Roe added, we are not going to risk the progression of our community over the expense of public safety; we were not given an opportunity to discuss the major changes within the last Ord. and would ask current staff to research comparables from other cities having this same issue.

Aty. Stone reported any changes to a uniform code requires a public hearing; if you wish to hold a work session to discuss the changes, it would be appropriate to reject what is provided tonight and start over.

Hoffman moved, seconded by McAntire to close the public hearing. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Hoffman to table this item. Rescinded by both.

Galloway moved, seconded by McAntire to reject first consideration of replacing City's Fire Protection and Prevention Code by reverting back to Ord. No. 3095-2016 that includes 2015 International Fire Code and hold council work session Jan. 9, 2023 to work through possible solutions and/or amendments to the 2021 International Fire Code that will be adopted by Council. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Hoffman to approve proposed fee increases for Beach Ottumwa effective Jan. 1, 2024. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Galloway to approve purchase of JCB-3CX Compact Backhoe for Ottumwa Cemeteries from Rueters of Osceola for \$143,610.20. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Galloway to approve replacement of three Flow Loggers and Analyzer Modules from Gurney for WPCF in the amt. \$19,499. Motion carried 4-1. Absent: Pope.

HR Dir. Codjoe provided update on City of Ottumwa Employee Assistance Program (EAP) Services.

Roe moved, seconded by McAntire that Res. No. 197-2023, awarding contract for Greater Ottumwa Park Soccer Complex Project to Bi-State Contracting of West Burlington, IA, for \$3,048,138, be passed and adopted. Park & Rec Dir. Rathje reported four bids rec'd. None of the alternate bids will be accepted. Funded by Ottumwa Regional Legacy Foundation; expect project completion by Dec. 31, 2024. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Hoffman that Res. No. 198-2023, awarding contract for Richmond Ave. Pump Station Improvements Project to DC Concrete & Construction of Douds, IA, for \$86,750, be passed and adopted. PW Dir. Burgmeier reported four bids rec'd. Motion carried 4-1. Absent: Pope.

Galloway moved, seconded by McAntire that Res. No. 199-2023, approving annual budget of Ottumwa Water Works Brd. of Trustees for calendar year 2024, be passed and adopted. OWW Mgr. Albert provided the budget. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Galloway that Res. No. 206-2023, approving Change Order No. 1 to the Demolition and Abatement of 831 Lillian, be passed and adopted. Planning & Zoning Coordinator Rusch reported chimney flue wrap material containing asbestos was missed during initial inspection and the

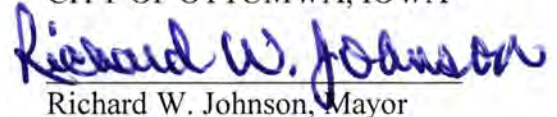
contractor requested change order in the amt. of \$1,500. Motion carried 4-1. Absent: Pope.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. There were none.

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

Adjournment was at 7:01 P.M.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 12/14/2023.

Item No. B.-2.

City of Ottumwa

June 30, 2023

Bank Balance:	6/30/2023	5,719,863.64
Deposit In Transit		-
Less Outstanding AP Checks		(693,130.97)
Less Outstanding Payroll Checks		(22,506.64)
Checks Cleared but not written		-
Adjusted Bank Balance:	6/30/2023	<u>5,004,226.03</u>
Book Balance:	6/30/2023	5,004,226.03

Per Bank Stmt	
6,367,234.53	Beg Bal
3,548,437.32	Deposits/Credits
(4,195,808.21)	Checks/Debits
<u>5,719,863.64</u>	Ending Bal

Re-Run this report for final recon Per PACE	
6,169,621.33	Beg Bal
25,961,964.73	This Month Debits
(27,127,360.03)	This Month Credits
<u>5,004,226.03</u>	Ending Bal

REPORT DATE 06/30/2023
 SYSTEM DATE 11/30/2023
 FILES ID O

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 06/30/2023

PAGE 1
 TIME 12:11:19
 USER KINSERJ

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	-80890.32	7700977.17	4398624.24	3221462.61	125338.92	3346801.53
TOTALS FOR FUND 002	PARKING RAMP	55412.31	952.40	1079.66	55285.05	800.00	56085.05
TOTALS FOR FUND 003	GENERAL-ARPA	3081458.10		157000.00	2924458.10		2924458.10
TOTALS FOR FUND 005	Franchise Fe	291022.25			291022.25		291022.25
TOTALS FOR FUND 110	ROAD USE TAX	5254301.07	2700511.82	653127.69	7301685.20	64813.82	7366499.02
TOTALS FOR FUND 112	EMPLOYEE BEN	6654078.18	977013.47	5235612.10	2395479.55		2395479.55
TOTALS FOR FUND 119	EMERGENCY FU	185576.46	3250.73	188342.00	485.19		485.19
TOTALS FOR FUND 121	SALES TAX 1%	9805117.58	1280155.19	4948944.00	6136328.77		6136328.77
TOTALS FOR FUND 122	*****						
TOTALS FOR FUND 123	ACASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	3092.40	506749.67	583728.50	-73886.43	9784.50	-64101.93
TOTALS FOR FUND 126	AIRPORT TIF	95139.09	217818.04	213975.00	98982.13		98982.13
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	33503.99	138224.00	149877.25	21850.74		21850.74
TOTALS FOR FUND 129	RISK MANAGEM	2352.15	870346.64	602179.31	270519.48		270519.48
TOTALS FOR FUND 131	AIRPORT FUND	226830.87	190450.61	122352.44	294929.04	143.91	295072.95
TOTALS FOR FUND 133	LIBRARY FUND	-139103.37	472599.04	125968.43	207527.24	1297.18	208824.42
TOTALS FOR FUND 135	CEMETERY FUND	-177181.99	264274.29	98490.37	-11398.07	9243.22	-2154.85
TOTALS FOR FUND 137	HAZ-MAT FUND	134659.01	11335.28	13756.42	132237.87	5931.45	138169.32
TOTALS FOR FUND 141	2023 UPPER S	-141779.51	167200.00	260771.52	-235351.03	5771.52	-229579.51
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	142220.06			142220.06		142220.06
TOTALS FOR FUND 147	CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148	2016 OWW CDB						
TOTALS FOR FUND 151	OTHER BOND P	2014187.39	207572.00	51649.95	2170109.44	5162.15	2175271.59
TOTALS FOR FUND 162	SSMID DISTRI	79546.48	10131.80	25793.66	63884.62	5000.00	68884.62
TOTALS FOR FUND 167	FIRE BEQUEST	11532.30	1297.03	2.96	12826.37		12826.37
TOTALS FOR FUND 169	START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171	RETIREE HEAL	-1698.17	1804.51	.02	106.32		106.32
TOTALS FOR FUND 173	LIBRARY BEQU	82768.82	2419.51	9427.71	75760.62	4372.50	80133.12
TOTALS FOR FUND 174	COMMUNITY DE	418653.15	31059.45	12565.29	437147.31		437147.31
TOTALS FOR FUND 175	POLICE BEQUE	172981.56	14817.34	10304.62	177494.28	49.60	177543.88
TOTALS FOR FUND 176	Reimb Grants	-24205.27			-24205.27		-24205.27
TOTALS FOR FUND 177	HISTORIC PRE	26446.09			26446.09		26446.09
TOTALS FOR FUND 200	DEBT SERVICE	-2035743.43	1886258.51	1594104.00	-1743588.92		-1743588.92
TOTALS FOR FUND 301	STREET PROJE	1488021.49	1208166.90	685248.87	2010939.52	7928.12	2018867.64
TOTALS FOR FUND 303	AIRPORT PROJ	408621.47	3136.14	52.54	411705.07		411705.07
TOTALS FOR FUND 307	SIDEWALK & C	124203.52	2078.24	34.82	126246.94		126246.94
TOTALS FOR FUND 309	PARK PROJECT	1135696.64	70321.19	128049.98	1077967.85	18505.00	1096472.85
TOTALS FOR FUND 311	LEVEE PROJEC	-168164.51		9085.18	-177249.69		-177249.69
TOTALS FOR FUND 313	EVENT CENTER	1045981.78		470389.82	575591.96		575591.96
TOTALS FOR FUND 315	SEWER CONSTR	2034186.03	1020861.00	332250.80	2722796.23	271574.76	2994370.99
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM	2713.29			2713.29		2713.29
TOTALS FOR FUND 503	CEMETERY PER	220.00	16196.44	16381.44	35.00		35.00
TOTALS FOR FUND 610	SEWER UTILIT	4108885.68	2616791.13	3212993.30	3512683.51	24737.08	3537420.59
TOTALS FOR FUND 611	SEWER SINKIN	1377000.00			1377000.00		1377000.00
TOTALS FOR FUND 612	STORM WATER						

REPORT DATE 06/30/2023
 SYSTEM DATE 11/30/2023
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 06/30/2023

PAGE 2
 TIME 12:11:19
 USER KINSERJ

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 613	SEWER IMPROV	4102274.00	500000.00		4602274.00		4602274.00
TOTALS FOR FUND 670	LANDFILL FUN	1407995.88	699155.21	594818.39	1512332.70	2266.45	1514599.15
TOTALS FOR FUND 671	LANDFILL RES	1191555.00	50000.00		1241555.00		1241555.00
TOTALS FOR FUND 673	RECYCLING	608631.76	467617.01	625918.84	450329.93	87067.43	537397.36
TOTALS FOR FUND 690	TRANSIT FUND	632378.00		107.18	632270.82	33.39	632304.21
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	-310955.70	457115.24	116687.31	29472.23	16444.52	45916.75
TOTALS FOR FUND 750	GOLF COURSE	45748.62			45748.62		45748.62
TOTALS FOR FUND 810	POOLED INVES	-47692098.06	20889.08	705051.73	-48376260.71		-48376260.71
TOTALS FOR FUND 820	PAYROLL CLEA	190634.87	412639.43	412389.77	190884.53	2907.81	193792.34
TOTALS FOR FUND 840	EQUIPMENT PU	1561324.22	354000.00	185715.46	1729608.76		1729608.76
TOTALS FOR FUND 860	GROUP HEALTH	6376621.52	379537.36	135937.69	6620221.19		6620221.19
TOTALS FOR FUND 861	POST 65 RETI	210874.91	13028.55	30452.57	193450.89	23957.64	217408.53
TOTALS FOR FUND 862	DENTAL INSUR	57865.62	8508.06	8110.81	58262.87		58262.87
TOTALS FOR FUND 863	LIFE INSURAN	41664.93	4705.25	6.39	46363.79		46363.79
TOTALS FOR ALL LISTED FUNDS		6169621.33	25961964.73	27127360.03	5004226.03	693130.97	5697357.00

Analyzed Business Checking - PF

Account number: 000082078 ■ June 1, 2023 - June 30, 2023 ■ Page 1 of 9



CITY OF OTTUMWA
 GENERAL ACCT
 105 E 3RD ST
 OTTUMWA IA 52501-2904

Questions?

Call your Customer Service Officer or Client Services
1-800-AT WELLS (1-800-289-3557)
 5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (001)
 P.O. Box 6995
 Portland, OR 97228-6995

Account summary

Analyzed Business Checking - PF

Account number	Beginning balance	Total credits	Total debits	Ending balance
000082078	\$6,367,234.53	\$3,548,437.32	-\$4,195,808.21	\$5,719,863.64

Credits

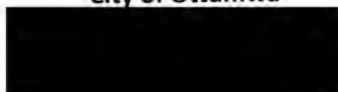
Deposits

Effective date	Posted date	Amount	Transaction detail
06/12	06/13	593.52	Reversal of Check Posted 6-12-23 Reposted 6-13-23 as Serial 0000011116 Our Ref: 6-12-23 00000000
		\$593.52	Total deposits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	06/01	50.00	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
	06/01	50.00	Merchant Svcs Ipsmxasetl 053123 403903452700405 City of Ottumwa
	06/01	65.00	Epx St 034145187 Merch Setl 3130034145187 City of Ottumwa Police
	06/01	80.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
	06/01	98.00	Post Verify Deposit
	06/01	670.62	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
	06/01	913.33	Bankcard 1860 Mtot Dep 230531 519917920127313 City of Ottumwa - Lan
	06/01	1,950.00	Amtrak Payments 230601 0981452 Ref*PO*6000067724\Dtm*003*20230601\SE*16*00000019
	06/01	9,557.49	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
	06/02	5.00	Epx St 034145187 Merch Setl 3130034145187 City of Ottumwa Police
	06/02	10.17	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library
	06/02	115.00	Merchant Svcs Ipsmxasetl 060123 403903452700405 City of Ottumwa
	06/02	134.00	Epx St 034145179 Merch Setl 3130034145179 City of Ottumwa City H
	06/02	400.38	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
	06/02	440.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
	06/02	658.28	Bankcard 1860 Mtot Dep 230601 519917920127313 City of Ottumwa - Lan
	06/02	713.65	Quincy Recycle P ACH Paymen Ottumwre Ottumwa/Wapello Recycl

City of Ottumwa



July 31, 2023

31-Jul-23

Bank Balance:	7/31/2023	3,637,897.47
Deposit in Transit-Mary Clerk In Transit		-
Clerk In Transit		29,854.28
Clerk A/R In Transit		-
Outstanding CC Pmts:		
Campground		-
Police		(346.95)
Deposit Adj		-
Returned Checks		550.00
BANK BAL DIFFERENCE (works out in SEPT)		(344.95)
PR Check Adj Needed		
Less Outstanding AP Checks		(240,666.01)
Less Outstanding Payroll Checks		(27,597.17)
Adjusted Bank Balance:	7/31/2023	<u>3,399,346.67</u>
Book Balance:	7/31/2023	3,399,346.67
Adjusted Book Balance:	7/31/2023	3,399,346.67

City of Ottumwa
Statement of Changes in Cash Balance
Jul-23

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	June End Period	Actual July CASH	Actual July CASH	End Period
		BALANCE	DEBITS	CREDITS	BALANCE
TOTALS FOR FUND 001	GENERAL OPER	\$ 3,221,462.61	\$ 548,212.90	\$ 1,557,549.34	\$ 2,212,126.17
TOTALS FOR FUND 002	PARKING RAMP	\$ 55,285.05	\$ 1,610.00	\$ 742.40	\$ 56,152.65
TOTALS FOR FUND 003	GENERAL-ARPA	\$ 2,924,458.10	\$ -	\$ -	\$ 2,924,458.10
TOTALS FOR FUND 005	Franchise Fe	\$ 291,022.25	\$ -	\$ -	\$ 291,022.25
TOTALS FOR FUND 110	ROAD USE TAX	\$ 7,301,685.20	\$ 306,140.48	\$ 850,396.49	\$ 6,757,429.19
TOTALS FOR FUND 112	EMPLOYEE BEN	\$ 2,395,479.55	\$ 94,230.43	\$ 57.31	\$ 2,489,652.67
TOTALS FOR FUND 119	EMERGENCY FU	\$ 485.19	\$ 3,437.67	\$ -	\$ 3,922.86
TOTALS FOR FUND 121	SALES TAX 1%	\$ 6,136,328.77	\$ 348,547.14	\$ -	\$ 6,484,875.91
TOTALS FOR FUND 122	*****		\$ -	\$ -	\$ -
TOTALS FOR FUND 123	AGASSI TIF D		\$ -	\$ -	\$ -
TOTALS FOR FUND 124	VOGEL URBAN		\$ -	\$ -	\$ -
TOTALS FOR FUND 125	WESTGATE TIF	\$ (73,886.43)	\$ 7,714.33	\$ 71,784.50	\$ (137,956.60)
TOTALS FOR FUND 126	AIRPORT TIF	\$ 98,982.13	\$ 3,827.06	\$ -	\$ 102,809.19
TOTALS FOR FUND 127	PENNSYLVANIA		\$ -	\$ -	\$ -
TOTALS FOR FUND 128	WILDWOOD HWY	\$ 21,850.74	\$ -	\$ -	\$ 21,850.74
TOTALS FOR FUND 129	RISK MANAGEM	\$ 270,519.48	\$ 9,550.44	\$ 14,908.37	\$ 265,161.55
TOTALS FOR FUND 131	AIRPORT FUND	\$ 294,929.04	\$ 82,108.48	\$ 93,932.65	\$ 283,104.87
TOTALS FOR FUND 133	LIBRARY FUND	\$ 207,527.24	\$ 4,305.14	\$ 75,255.73	\$ 136,576.65
TOTALS FOR FUND 135	CEMETERY FUN	\$ (11,398.07)	\$ 12,599.41	\$ 34,185.43	\$ (32,984.09)
TOTALS FOR FUND 137	HAZ-MAT FUND	\$ 132,237.87	\$ 14,380.28	\$ 5,155.94	\$ 141,462.21
TOTALS FOR FUND 141	2023 UPPER S	\$ (235,351.03)	\$ 5,771.52	\$ 5,317.28	\$ (234,896.79)
TOTALS FOR FUND 142	HOAP/HILP ES		\$ -	\$ -	\$ -
TOTALS FOR FUND 143	EPA BROWNIE		\$ -	\$ -	\$ -
TOTALS FOR FUND 144	2013 CDBG HO		\$ -	\$ -	\$ -
TOTALS FOR FUND 145	DOWNTOWN REV		\$ -	\$ -	\$ -
TOTALS FOR FUND 146	DOWNTOWN STR	\$ 142,220.06	\$ -	\$ -	\$ 142,220.06
TOTALS FOR FUND 147	CDBG P-2 MAS	\$ 17,628.32	\$ -	\$ -	\$ 17,628.32
TOTALS FOR FUND 148	2016 OWW CDB		\$ -	\$ -	\$ -
TOTALS FOR FUND 151	OTHER BOND P	\$ 2,170,109.44	\$ 80,481.99	\$ 91,550.14	\$ 2,159,041.29
TOTALS FOR FUND 162	SSMID DISTRI	\$ 63,884.62	\$ 577.68	\$ -	\$ 64,462.30
TOTALS FOR FUND 167	FIRE BEQUEST	\$ 12,826.37	\$ -	\$ -	\$ 12,826.37
TOTALS FOR FUND 169	START UP/DON	\$ (165.20)	\$ -	\$ -	\$ (165.20)
TOTALS FOR FUND 171	RETIREE HEAL	\$ 106.32	\$ -	\$ -	\$ 106.32
TOTALS FOR FUND 173	LIBRARY BEQU	\$ 75,760.62	\$ 2,149.81	\$ 5,718.16	\$ 72,192.27
TOTALS FOR FUND 174	COMMUNITY DE	\$ 437,147.31	\$ 71.00	\$ -	\$ 437,218.31
TOTALS FOR FUND 175	POLICE BEQUE	\$ 177,494.28	\$ 2,000.00	\$ 313.47	\$ 179,180.81
TOTALS FOR FUND 176	Reimb Grants	\$ (24,205.27)	\$ -	\$ -	\$ (24,205.27)
TOTALS FOR FUND 177	HISTORIC PRE	\$ 26,446.09	\$ -	\$ -	\$ 26,446.09
TOTALS FOR FUND 200	DEBT SERVICE	\$ (1,743,588.92)	\$ 55,955.19	\$ -	\$ (1,687,633.73)
TOTALS FOR FUND 301	STREET PROJE	\$ 2,010,939.52	\$ 81,475.39	\$ 105,793.73	\$ 1,986,621.18
TOTALS FOR FUND 303	AIRPORT PROJ	\$ 411,705.07	\$ -	\$ -	\$ 411,705.07

TOTALS FOR FUND	307	SIDEWALK & C	\$ 126,246.94	\$ -	\$ 243.75	\$ 126,003.19
TOTALS FOR FUND	309	PARK PROJECT	\$ 1,077,967.85	\$ -	\$ 3,485.00	\$ 1,074,482.85
TOTALS FOR FUND	311	LEEVE PROJEC	\$ (177,249.69)	\$ -	\$ 303.15	\$ (177,552.84)
TOTALS FOR FUND	313	EVENT CENTER	\$ 575,591.96	\$ -	\$ 59,582.30	\$ 516,009.66
TOTALS FOR FUND	315	SEWER CONSTR	\$ 2,722,796.23	\$ -	\$ 769,340.61	\$ 1,953,455.62
TOTALS FOR FUND	320	WEST END FLO	\$ -	\$ -	\$ -	\$ -
TOTALS FOR FUND	501	CEMETERY MEM	\$ 2,713.29	\$ -	\$ -	\$ 2,713.29
TOTALS FOR FUND	503	CEMETERY PER	\$ 35.00	\$ 789.00	\$ 145.00	\$ 679.00
TOTALS FOR FUND	610	SEWER UTILIT	\$ 3,512,683.51	\$ 656,376.37	\$ 252,287.81	\$ 3,916,772.07
TOTALS FOR FUND	611	SEWER SINKIN	\$ 1,377,000.00	\$ -	\$ -	\$ 1,377,000.00
TOTALS FOR FUND	612	STORM WATER	\$ -	\$ -	\$ -	\$ -
TOTALS FOR FUND	613	SEWER IMPROV	\$ 4,602,274.00	\$ -	\$ -	\$ 4,602,274.00
TOTALS FOR FUND	670	LANDFILL FUN	\$ 1,512,332.70	\$ 180,598.33	\$ 88,971.82	\$ 1,603,959.21
TOTALS FOR FUND	671	LANDFILL RES	\$ 1,241,555.00	\$ -	\$ -	\$ 1,241,555.00
TOTALS FOR FUND	673	RECYCLING	\$ 450,329.93	\$ 13,848.55	\$ 43,455.76	\$ 420,722.72
TOTALS FOR FUND	690	TRANSIT FUND	\$ 632,270.82	\$ -	\$ 65.57	\$ 632,205.25
TOTALS FOR FUND	695	1015 TRANSIT	\$ -	\$ -	\$ -	\$ -
TOTALS FOR FUND	720	BRIDGEVIEW E	\$ 29,472.23	\$ -	\$ 600.00	\$ 28,872.23
TOTALS FOR FUND	750	GOLF COURSE	\$ 45,748.62	\$ -	\$ -	\$ 45,748.62
TOTALS FOR FUND	810	POOLED INVES	\$ (48,376,260.71)	\$ 49,732.48	\$ -	#####
TOTALS FOR FUND	820	PAYROLL CLEA	\$ 190,884.53	\$ 465,212.48	\$ 460,842.03	\$ 195,254.98
TOTALS FOR FUND	840	EQUIPMENT PU	\$ 1,729,608.76	\$ -	\$ -	\$ 1,729,608.76
TOTALS FOR FUND	860	GROUP HEALTH	\$ 6,620,221.19	\$ 310,701.03	\$ 342,280.91	\$ 6,588,641.31
TOTALS FOR FUND	861	POST 65 RETI	\$ 193,450.89	\$ 9,622.51	\$ 24,603.36	\$ 178,470.04
TOTALS FOR FUND	862	DENTAL INSUR	\$ 58,262.87	\$ 8,191.18	\$ 7,098.71	\$ 59,355.34
TOTALS FOR FUND	863	LIFE INSURAN	\$ 46,363.79	\$ 5,350.04	\$ 4,480.95	\$ 47,232.88
TOTALS			\$ 5,004,226.03	\$ 3,365,568.31	\$ 4,970,447.67	\$ 3,399,346.67

Analyzed Business Checking - PF

Account number: [REDACTED] July 1, 2023 - July 31, 2023 Page 1 of 8



CITY OF OTTUMWA
 GENERAL ACCT
 105 E 3RD ST
 OTTUMWA IA 52501-2904

Questions?

Call your Customer Service Officer or Client Services
1-800-AT WELLS (1-800-289-3557)
 5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (001)
 P.O. Box 6995
 Portland, OR 97228-6995

Account summary

Analyzed Business Checking - PF

Account number	Beginning balance	Total credits	Total debits	Ending balance
[REDACTED]	\$5,719,863.64	\$2,504,613.75	-\$4,586,579.92	\$3,637,897.47

Credits

Deposits

Effective date	Posted date	Amount	Transaction detail
07/14	07/17	665.00	Reversal of Check Posted 7-14-23 Reposted 7-17-23 as Serial 0000218297 Our Ref: 7-14-23 00000000

\$665.00 Total deposits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
07/03		26.50	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
07/03		50.00	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
07/03		50.00	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
07/03		120.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
07/03		142.33	Bankcard 1860 Mtot Dep 230630 519917920127313 City of Ottumwa - Lan
07/03		308.00	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
07/03		419.29	Bankcard 1860 Mtot Dep 230702 519917920127313 City of Ottumwa - Lan
07/03		420.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
07/03		477.08	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
07/03		480.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
07/03		1,269.15	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
07/03		14,383.83	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
07/05		5.00	Epx St 034145179 Merch Setl 3130034145179 City of Ottumwa City H
07/05		52.00	Epx St 034145187 Merch Setl 3130034145187 City of Ottumwa Police
07/05		80.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
07/05		135.81	Avfuel3023 Cctransfer Ottum1 City of Ottumwa
07/05		374.64	Payliance 6149445788 230703 4932903B4932903 City of Ottumwa
07/05		588.46	Epx St 034145237 Merch Setl 3130034145237 Ottumwa Cemetery

City of Ottumwa
Vendor Payment Report
For the month of July 2023

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00299	ABSOLUTE SCIENCE	218347	7/14/2023	750.00	PROGRAM SUPPLIES
00690	AFLAC	218274	7/7/2023	2,092.72	AFLAC DEDUCTION PAYABLE
00778	AGRILAND FS, INC.	218352	7/21/2023	262.20	VHCL-FUEL
01700	ALLIANT ENERGY/IPL	218353	7/21/2023	97,314.02	ELECTRIC
02080	ALTORFER INC.	218276	7/7/2023	2,231.77	VHCL MTCE SUPPLIES
02592	AMERICAN BOTTLING COMPANY	218459	7/28/2023	260.37	CONCESSION - RESALE
04974	DAVID O NINO-LIU	218460	7/28/2023	600.00	BLDG MAINT & REPAIR
05368	AREA 15 REGIONAL PLANNING	218354	7/21/2023	5,317.28	CONTRACTUAL SERVICES
05578	ASBURY HEIGHTS LLC	218355	7/21/2023	62,000.00	GRANT
05681	ATLANTIC BOTTLING COMPANY	218461	7/28/2023	1,071.26	CONCESSION - RESALE
05700	ATOMIC TERMITE & PEST	218357	7/21/2023	130.00	GROUND MAINT & REPAIR
05860	AUTOZONE INC	218358	7/21/2023	203.99	VHCL MTCE SUPPLIES
05874	AVENU	218359	7/21/2023	10,263.03	OFFICE/COMP. EQUIP MAINT.
06481	BAILEY OFFICE OUTFITTERS	218277	7/7/2023	2,674.07	OFFICE SUPPLIES
06740	JANICE BAIN	218360	7/21/2023	6.63	TRAVEL & CONFERENCE
07019	BRADLEY T BARNES	218278	7/7/2023	567.50	OTHER PROF SERV
07246	BAYSINGERS POLICE SUPPLY	218279	7/7/2023	12,249.99	OTHER CAPITAL EQUIP
09352	BLACKSTONE PUBLISHING	218462	7/28/2023	150.00	LIBRARY MAT.-JAMES ESTATE
09360	BLACK'S TIRE COMPANY LLC	218281	7/7/2023	1,033.00	VHCL MTCE SUPPLIES
09692	BOMGAARS SUPPLY	218463	7/28/2023	429.71	OPERATING SUPPLIES
11470	THE BRIDGE CHURCH	218464	7/28/2023	50.00	REFUNDS
11495	BRIDGE CITY TRUCK REPAIR	218361	7/21/2023	240.50	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	218362	7/21/2023	160,658.10	OTHER PROF SERV
12500	BUB'S TREE CARE	218283	7/7/2023	10,150.00	TREE TRIMMING
13900	CALVARY BAPTIST CHURCH	218364	7/21/2023	50.00	REFUNDS
14317	CAPITAL ONE	218285	7/7/2023	1,700.83	GROUND MAINT & REPAIR
15000	CARQUEST AUTO	218365	7/21/2023	355.53	VHCL MTCE SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	218286	7/7/2023	4,865.38	TOOLS & SMALL EQUIP
15788	CATERPILLAR GLOBAL SERVIC	218287	7/7/2023	4,004.40	VHCL MTCE SUPPLIES
16300	CENTRAL IOWA FASTENERS	218366	7/21/2023	300.78	MISCELLANEOUS
16402	CENTURYLINK	218367	7/21/2023	1,643.46	TELEPHONE/IT
16403	CENTURYLINK	218368	7/21/2023	6.90	TELEPHONE/IT
16456	CHARTER MACHINE COMPANY	218467	7/28/2023	331.15	OPERATING SUPPLIES
17500	CHRISTNER CONTRACTING INC	218369	7/21/2023	31,748.33	CONTRACTUAL SERVICES
17825	CITY OF OTTUMWA, CEMETERY	218289	7/7/2023	1,845.00	COLUMBARIUM SVGS ASSIGNED
18364	MEGAN CLAWSON	218370	7/21/2023	35.00	REFUNDS
18501	CLUB SENTRY SOFTWARE	218371	7/21/2023	32.95	TECHNOLOGY SERVICES
18829	CODJOE, BARB	218290	7/7/2023	22.66	TRAVEL & CONFERENCE
18980	CHILD SUPPORT SERVICES	218291	7/7/2023	4,800.73	CHILD SUPPORT PAYABLE
19681	COMMERCIAL RECREATION	218373	7/21/2023	142.00	VHCL MTCE SUPPLIES
21830	LORI CREECH	218374	7/21/2023	38.02	VHCL MTCE SUPPLIES
22112	CUES	218375	7/21/2023	3,707.00	TECHNOLOGY SERVICES
22467A	DLT SOLUTIONS, LLC	218468	7/28/2023	2,367.34	OFFICE/COMP. EQUIP MAINT.
22594	DANIELS FILTER SERVICE	218469	7/28/2023	672.98	OPERATING SUPPLIES
23025	BRADLEY DAVIS	218376	7/21/2023	180.00	SUSTENANCE SUPPLIES
24151	DENTONS DAVIS BROWN PC	218470	7/28/2023	10,692.00	CONTRACTUAL SERVICES
24375	DESIGN WORKSHOP, INC	218377	7/21/2023	1,800.00	COMPREHENSIVE PLAN
24840	DIAMOND MOWERS INC	218378	7/21/2023	186.34	VHCL MTCE SUPPLIES
25148	DANAE DOROTHY	218379	7/21/2023	70.58	OFFICE SUPPLIES

25361	DOUDS STONE LLC	218293	7/7/2023	1,647.10	STREET MAINT SUPPLIES
25394	DRISH CONSTRUCTION, INC.	218381	7/21/2023	56,465.11	MISCELLANEOUS
26580A	EBSCO INFORMATION SERVICE	218382	7/21/2023	4,702.28	CONTRACTUAL SERVICES
26640	ECOSYSTEMS INC	218383	7/21/2023	12,025.72	SLUDGE HAULING
27010	CONSOLIDATED ELECTRICAL	218294	7/7/2023	5,051.94	BLDG MAINT & REPAIR
27280	ELLIOTT OIL COMPANY	218473	7/28/2023	12,620.05	VHCL-FUEL
27552	EMPOWER RETIREMENT	218385	7/21/2023	500.00	HARTFORD DEF COMP PAYABLE
27795	ENVISIONWARE, INC.	218474	7/28/2023	725.00	CONTRACTUAL SERVICES
27804	BETTY EPISOM	218296	7/7/2023	65.00	REFUNDS
27823	ERHARDT, CLAYTON	218297	7/7/2023	665.00	RENTS & LEASES
27846	ESRI INC.	218386	7/21/2023	2,070.00	OTHER SMALL CAPITAL
28208	EUROFINS ENVIRONMENT	218298	7/7/2023	3,730.02	LAB SUPPLIES
29829	FIDELITY SECURITY LIFE	218475	7/28/2023	2,382.36	AVESIS PAYABLE
30145	1ST CHURCH OF THE OPEN BI	218476	7/28/2023	50.00	REFUNDS
31459	GRP & ASSOCIATES	218477	7/28/2023	52.00	HAZARDOUS WASTE DISPOSAL
31830	BREANNE GARRETT	218349	7/14/2023	2,500.00	CONTRACTUAL SERVICES
32952	CARLA GONZALEZ	218478	7/28/2023	50.00	REFUNDS
33648	GREATER OTTUMWA PARTNERS	218387	7/21/2023	100.00	REFUNDS
33677	SARAH GREENLAND	218479	7/28/2023	100.00	REFUNDS
34332	HDR ENGINEERING, INC.	218388	7/21/2023	2,129.37	CAPITAL IMPROVEMENTS
35007	KATHY HASLEY	218480	7/28/2023	130.00	REFUNDS
36083	HAWKEYE TRUCK EQUIPMENT	218481	7/28/2023	99.95	VHCL MTCE SUPPLIES
36301	HEARTLAND AVIATION	218299	7/7/2023	495.00	RENTS & LEASES
36302	HEARTLAND HUMANE SOCIETY	218389	7/21/2023	1,620.00	OTHER PROF SERV
36850	HELMUTH REPAIR, INC.	218390	7/21/2023	36.32	OPERATING SUPPLIES
37476	HILL PRODUCTIONS & MEDIA	218391	7/21/2023	74.00	ADVERT/LEGAL PUBL
39185	HUMANA INSURANCE CO	218482	7/28/2023	24,407.28	MEDICARE PREMIUMS
39305	HYDROTECH SYSTEMS LTD	218483	7/28/2023	3,567.50	EQUIP REPAIR
39438	HY-VEE ACCOUNTS RECEIVABL	218300	7/7/2023	92.94	MISCELLANEOUS
41505A	IMWCA	218392	7/21/2023	10,597.00	WORKMENS COMPENSATION
41600	IDEAL READY MIX	218484	7/28/2023	17,965.25	STREET MAINT SUPPLIES
41754	INDIAN HILLS COMMUNITY	218485	7/28/2023	10,000.00	Facade Grants
41920A	INDUSTRIAL CHEMICAL	218302	7/7/2023	148.00	BLDG MAINT & REPAIR
42090	INFOMAX OFF SYSTEMS INC	218303	7/7/2023	2,632.13	PHOTOCOPIES
42091	INFOMAX	218304	7/7/2023	214.53	OFFICE SUPPLIES
42160	INGRAM LIBRARY SERVICES	218487	7/28/2023	3,211.57	LIBRARY MAT.-JAMES ESTATE
43265	INTERSTATE BATTERY	218306	7/7/2023	145.95	VHCL MTCE SUPPLIES
43485	IOWA COUNTY ATTORNEY ASSC	218395	7/21/2023	150.00	TRAINING
43506	IOWA DEPT TRANSPORTATION	218396	7/21/2023	2,800.00	STREET MAINT SUPPLIES
43514	IOWA DEPT NATURAL RESOURC	218397	7/21/2023	175.00	PERMITS
43902	IOWA LEAGUE OF CITIES	218398	7/21/2023	9,953.00	DUES & MEMBERSHIPS
44259	IOWA TIRE SALES COMPANY	218488	7/28/2023	2,087.50	VHCL MTCE SUPPLIES
44665	ISWEP	218399	7/21/2023	4,700.00	DUES & MEMBERSHIPS
45044	JEO CONSULTING GROUP, INC	218400	7/21/2023	98,086.25	MISCELLANEOUS
45057	J & J MOWING	218489	7/28/2023	25,052.93	WEED MOWING
45518	JEFFERSON COUNTY QUARRY	218401	7/21/2023	15,955.15	STREET MAINT SUPPLIES
45616	JERRY'S TREE SERVICE	218402	7/21/2023	1,540.00	TREE TRIMMING
45976	JOHN DEERE OTTUMWA WORKS	218491	7/28/2023	65.00	REFUNDS
49206	KLODT DOOR SERVICE LLC	218309	7/7/2023	741.28	OPERATING SUPPLIES
49687	KOHL WHOLESALE	218404	7/21/2023	6,961.28	CONCESSION - RESALE
49776	ROB GALEY	218405	7/21/2023	560.00	OPERATING SUPPLIES
49804D	UKG KRONOS SYSTEMS, LLC	218406	7/21/2023	5,775.58	CONTRACTUAL SERVICES
50620	LANGMAN CONSTRUCTION, INC	218407	7/21/2023	762,086.34	UTILITY SYSTEM
50817	DAN LAURSEN EXCAVATING	218310	7/7/2023	24,800.00	CONTRACTUAL SERVICES
51049	EH LAWSO	218408	7/21/2023	50.00	REFUNDS
51724	LEXIPOL, LLC	218409	7/21/2023	16,552.08	OTHER PROF SERV
51969	LIBERTY TIRE SERVICES LLC	218410	7/21/2023	2,769.68	TIRE DISPOSAL
52087	LICK CREEK, INC	218411	7/21/2023	2,675.00	FACADE GRANTS

52096	LIDTKA ESTATES, LLC	218492	7/28/2023	10,000.00	CONTRACTUAL SERVICES
52990	LOKTRONICS SECURITY CORP	218412	7/21/2023	8.24	OFFICE SUPPLIES
53691	MACQUEEN EQUIPMENT	218493	7/28/2023	294.49	VHCL MTCE SUPPLIES
54187	MAIN STREET OTTUMWA	218413	7/21/2023	9,784.50	DOWNTOWN MAINTENANCE
54390	MANATT'S INC	218494	7/28/2023	4,867.75	STREET MAINT SUPPLIES
55120	MANDY MARTELL	218313	7/7/2023	173.96	SUSTENANCE SUPPLIES
56665	MCKIM TRACTOR SERVICE LLC	218414	7/21/2023	7,992.55	VHCL MTCE SUPPLIES
57195	MCMASTER-CARR	218415	7/21/2023	388.42	OPERATING SUPPLIES
57385	MENARDS	218498	7/28/2023	4,436.36	OPERATING SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	218314	7/7/2023	4,480.95	GROUP LIFE PREMIUMS
58500	MIDAMERICAN ENERGY CO	218316	7/7/2023	2,246.40	NATURAL GAS
58518	MID-AMERICAN RESEARCH	218417	7/21/2023	133.62	BLDG MAINT & REPAIR
59301	MIDWEST AUTO GLASS & TIRE	218418	7/21/2023	155.00	VHCL MTCE SUPPLIES
59382	MIDWEST TAPE	218499	7/28/2023	94.71	LIBRARY MAT.-JAMES ESTATE
60100	MILLERBERND MANUFACTURING	218419	7/21/2023	1,591.00	STREET MAINT SUPPLIES
60299	MISSIONSQUARE	218420	7/21/2023	2,430.76	ICMA DEF COMP PAYABLE
60554	CALEB MITCHELL	218318	7/7/2023	200.00	SUSTENANCE SUPPLIES
60780	MOBILE LOCKSMITH & ALARM,	218500	7/28/2023	302.00	OPERATING SUPPLIES
61603	DOYLE MOORE	218319	7/7/2023	180.00	SUSTENANCE SUPPLIES
61785	MOTION INDUSTRIES	218320	7/7/2023	190.98	OPERATING SUPPLIES
63044	CODY NAPOLEON	218421	7/21/2023	180.00	SUSTENANCE SUPPLIES
64566	PHILLIP NAYLOR	218351	7/14/2023	1,803.50	CONTRACTUAL SERVICES
65489	NICHOLS EQUIPMENT LLC	218501	7/28/2023	464.00	RENTS & LEASES
65497	ADAM NICKEL	218422	7/21/2023	171.20	SUSTENANCE SUPPLIES
65802	NORFOLK SOUTHERN RAILWAY	218502	7/28/2023	1,500.00	RENTS & LEASES
65985	NORSOLV SYSTEMS ENVIRONM	218503	7/28/2023	198.95	OPERATING SUPPLIES
66001	NORRIS ASPHALT PAVING INC	218423	7/21/2023	531,743.58	STREET MAINT SUPPLIES
66558	OCCUPATIONAL SAFETY SOLUT	218321	7/7/2023	1,000.00	GRANT
66561	OFFICIAL PEST CONTROL	218322	7/7/2023	55.00	SUSTENANCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	218424	7/21/2023	545.77	VHCL MTCE SUPPLIES
67102	ORBIS	218425	7/21/2023	2,227.68	TRASH TAGS & STICKERS
67106	OPG-3, INC.	218504	7/28/2023	25,750.00	TECHNOLOGY SERVICES
67601	O-TOWN RECOVERY	218323	7/7/2023	50.00	REFUNDS
67685	OTTUMWA AREA CONVENTION &	218505	7/28/2023	45,484.21	CONV & VISITOR BUREAU
68238	OTTUMWA HEALTH GROUP LLC	218426	7/21/2023	661.00	EMPLOYEE PHYSICALS/TESTS
68248A	OTTUMWA MUNICIPAL BAND	218427	7/21/2023	4,815.89	OTHER PROF SERV
68560	OTTUMWA PRINTING, INC.	218428	7/21/2023	3,087.00	OFFICE SUPPLIES
68588	OTTUMWA REGIONAL HEALTH	218429	7/21/2023	3,290.00	WELLNESS PROGRAM
68660	OTTUMWA TELEPHONE SERVICE	218324	7/7/2023	987.51	TECHNOLOGY SERVICES
69040	OTTUMWA WATER AND HYDRO	218325	7/7/2023	13,755.37	BILLING FEES-WW
69193	OVERDRIVE INC.	218431	7/21/2023	5,661.09	CONTRACTUAL SERVICES
69688	DIXIE L PARKER	218326	7/7/2023	1,600.00	JANITORIAL
70616	JESSE PAYNE	218432	7/21/2023	153.19	IPERS WH PAYABLE
71515	PETTY CASH/CEMETERY	218327	7/7/2023	51.72	OFFICE SUPPLIES
71950	PIERCE CONST & FENCE CO L	218433	7/21/2023	400.00	MISC CONTRACT WORK
72238	PURCHASE POWER	218434	7/21/2023	1,500.00	POSTAGE & SHIPPING
72253	PPG ARCHITECTURAL FINISHE	218328	7/7/2023	49.85	OPERATING SUPPLIES
72419	PLACER LABS, INC	218435	7/21/2023	20,000.00	OFFICE/COMP. EQUIP MAINT.
73125	POSTMASTER (CEMETERY)	218508	7/28/2023	66.00	POSTAGE & SHIPPING
73926	PRODUCTIVITY PLUS ACCOUNT	218329	7/7/2023	2,432.83	VHCL MTCE SUPPLIES
73960	PROFESSIONAL COMPUTER	218330	7/7/2023	119.88	TELEPHONE/IT
73971	PROFESSIONAL JANITORIAL	218436	7/21/2023	2,740.00	JANITORIAL
74221	DEB PUMPHREY	218510	7/28/2023	50.00	REFUNDS
74494	QSI	218511	7/28/2023	50.00	REFUNDS
74626	QUALITY SERVICES CORP	218331	7/7/2023	153.64	VHCL MTCE SUPPLIES
74740	RJ PERFORMANCE INC	218437	7/21/2023	147.99	VHCL MTCE SUPPLIES
75152	PHILIP RATH	218332	7/7/2023	28.82	TRAVEL & CONFERENCE
76989	RICHWELL CARPET CENTER	218512	7/28/2023	1,685.00	CAPITAL IMPROVEMENTS

77466	ROCHESTER ARMORED CAR	218513	7/28/2023	450.32	OTHER PROF SERV
77752	RON TURLEY ASSOCIATES INC	218438	7/21/2023	3,679.82	TECHNOLOGY SERVICES
78105	ROYAL PORTABLE TOILETS	218439	7/21/2023	220.32	OPERATING SUPPLIES
78279	S & L ALL SEASON	218333	7/7/2023	651.95	TOOLS & SMALL EQUIP
78293	SCS ENGINEERS	218441	7/21/2023	3,121.38	ENGINEERING
78708	JOHN SANDEGREN HEATING	218442	7/21/2023	10,300.00	BUILDING MAINTENANCE REPA
78718	SANDRY FIRE SUPPLY LLC	218334	7/7/2023	404.95	SUSTENANCE SUPPLIES
79351	SCHROEDER GRAPHICS & SIGN	218515	7/28/2023	15.00	POSTAGE & SHIPPING
79358	SCHUMACHER ELEVATOR CO	218443	7/21/2023	926.06	BLDG MAINT & REPAIR
81367	BEN SHINN TRUCKING INC	218444	7/21/2023	2,161.53	STREET MAINT SUPPLIES
82134	SINCLAIR BROADCAST GROUP	218445	7/21/2023	500.00	ADVERT/LEGAL PUBL
82135	SINCLAIR TRACTOR	218335	7/7/2023	414.76	VHCL MTCE SUPPLIES
82136	SINCLAIR NAPA	218336	7/7/2023	1,287.55	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	218447	7/21/2023	78.08	ELECTRIC
84947	STANARD & ASSOC INC	218337	7/7/2023	206.00	OTHER PROF SERV
86584	WILL STUCK	218516	7/28/2023	400.00	PROGRAM SUPPLIES
86704	SUMMIT FIRE PROTECTION CO	218448	7/21/2023	42.00	TOOLS & SMALL EQUIP
86970	SUPREME STAFFING INC	218518	7/28/2023	56,540.10	CONTRACT EMPLOYEES
87776	DR ANTHONY TATMAN	218449	7/21/2023	120.00	OTHER PROF SERV
88409	EL TEX MEX	218339	7/7/2023	211.25	REFUNDS
89072	TORRES CONSTRUCTION	218340	7/7/2023	1,200.00	CONTRACTUAL SERVICES
89855	TRUITT ABSTRACT COMPANY	218450	7/21/2023	1,225.00	LEGAL FEES
89986	TUBE PRO INC.	218520	7/28/2023	721.00	OPERATING SUPPLIES
92555	THE VAN METER COMPANY	218341	7/7/2023	199.04	OPERATING SUPPLIES
94720	WAPELLO COUNTY SHERIFF	218451	7/21/2023	7,427.62	NATURAL GAS
95000	WAPELLO COUNTY UNITED WAY	218452	7/21/2023	14.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	218342	7/7/2023	39.24	WATER
95161	WASHINGTON COUNTY	218343	7/7/2023	1,136.00	PERMITS
95368	WAYNE'S TIRE	218453	7/21/2023	1,368.00	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	218344	7/7/2023	346,284.83	GROUP HEALTH CLAIMS
96527	LINDA WHEATON	218454	7/21/2023	49.49	IPERS WH PAYABLE
96792	WILLETT HOFMANN	218345	7/7/2023	3,140.00	CONTRACTUAL SERVICES
97038	WILSON DISTRIBUTOR SERVIC	218346	7/7/2023	45.00	GROUPS MAINT & REPAIR
97306	WINDSTREAM ENTERPRISE	218455	7/21/2023	1,858.62	Telephone/IT
97320	WINGER COMPANIES	218522	7/28/2023	3,070.00	OPERATING SUPPLIES
97332	WINN CORP	218457	7/21/2023	248.14	STREET MAINT SUPPLIES
97334	WINN CORP	218458	7/21/2023	33,828.94	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	218523	7/28/2023	3,570.77	NATURAL GAS
ACH	IA Dept of Revenue	ACH	7/3/2023	6,603.29	Sales Tax
ACH	UKG KRONOS SYSTEMS, LLC	ACH	7/5/2023	488,040.91	Payroll
ACH	Avfuel	ACH	7/6/2023	21,941.34	Airport Fuel
ACH	Advantage Admin	ACH	7/10/2023	2,249.63	Flex Program
ACH	CC Pmt	ACH	7/10/2023	80,832.44	CC Purchases
ACH	Nationwide	ACH	7/11/2023	1,290.00	Payroll
ACH	Municipal Fire & Co	ACH	7/12/2023	123,003.50	Retirement
ACH	IPERS	ACH	7/14/2023	77,855.87	IPERS Payment
ACH	UKG KRONOS SYSTEMS, LLC	ACH	7/19/2023	433,289.35	Payroll
ACH	Advantage Admin	ACH	7/24/2023	2,249.63	Flex Program
ACH	Avfuel	ACH	7/24/2023	22,657.69	Airport Fuel
ACH	UMB	ACH	7/25/2023	600.00	Bond Fee
ACH	Nationwide	ACH	7/25/2023	1,290.00	Payroll
ACH	Misc.	ACH	Multiple	2,401.60	Returned Item; CC Fee etc.
ACH	Avfuel	ACH	7/31/2023	583.33	Airport Fuel
	TOTAL			4,085,567.64	

City of Ottumwa



August 31, 2023

31-Aug-23

Bank Balance:	8/31/2023	\$ 2,888,354.55
Deposit in Transit-Mary		\$ -
Clerk In Transit		\$ -
Clerk A/R In Transit		\$ -
Outstanding CC Pmts:		
Campground		\$ (320.00)
Police		\$ (609.00)
Deposit Adj		\$ -
Returned Checks		\$ -
Fraud Checks		\$ -
Aug IPERS Pmt in Transit		\$ (79,813.69)
Aug CC Fees in Transit		\$ (564.15)
BANK BAL DIFF (due to Landfill entry, works out in Sept)		\$ (1,356.51)
Less Outstanding AP Checks		\$ (348,737.50)
Less Outstanding Payroll Checks		\$ (39,338.23)
		\$ -
Adjusted Bank Balance:	8/31/2023	<u>\$ 2,417,615.47</u>
Book Balance:	8/31/2023	\$ 2,417,615.47
	8/31/2023	\$ 2,417,615.47

REPORT DATE 08/31/2023
 SYSTEM DATE 12/12/2023
 FILES ID O

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 08/31/2023

PAGE 1
 TIME 13:04:58
 USER KINSERJ

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	2212126.17	599682.44	1937776.04	874032.57	7934.68	881967.25
TOTALS FOR FUND 002	PARKING RAMP	56152.65	1124.00	509.82	56766.83	60.00	56826.83
TOTALS FOR FUND 003	GENERAL-ARPA	2924458.10			2924458.10		2924458.10
TOTALS FOR FUND 005	Franchise Fe	291022.25	311728.49		602750.74		602750.74
TOTALS FOR FUND 110	ROAD USE TAX	6757429.19	313372.59	332360.76	6738441.02	8.00	6738449.02
TOTALS FOR FUND 112	EMPLOYEE BEN	2489652.67			2489652.67		2489652.67
TOTALS FOR FUND 119	EMERGENCY FU	3922.86			3922.86		3922.86
TOTALS FOR FUND 121	SALES TAX 1%	6484875.91	425897.98		6910773.89		6910773.89
TOTALS FOR FUND 122	*****						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	-137956.60		149132.38	-287088.98	87784.50	-199304.48
TOTALS FOR FUND 126	AIRPORT TIF	102809.19			102809.19		102809.19
TOTALS FOR FUND 127	PENNSYLVANIA				21850.74		21850.74
TOTALS FOR FUND 128	WILDWOOD HWY	21850.74		29818.03	235343.52		235343.52
TOTALS FOR FUND 129	RISK MANAGEM	265161.55		135293.83	289032.92		289038.12
TOTALS FOR FUND 131	AIRPORT FUND	283104.87	141221.88		289032.92	5.20	77326.84
TOTALS FOR FUND 133	LIBRARY FUND	136576.65	33323.34	96135.15	73764.84	3562.00	77326.84
TOTALS FOR FUND 135	CEMETERY FUN	-32984.09	10206.00	34622.70	-57400.79	37.08	-57363.71
TOTALS FOR FUND 137	HAZ-MAT FUND	141462.21	5993.46	4477.53	142978.14		142978.14
TOTALS FOR FUND 141	2023 UPPER S	-234896.79			-234896.79		-234896.79
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNFIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV				142220.06		142220.06
TOTALS FOR FUND 146	DOWNTOWN STR	142220.06			17628.32		17628.32
TOTALS FOR FUND 147	CDBG P-2 MAS	17628.32					
TOTALS FOR FUND 148	2016 OWW CDB						
TOTALS FOR FUND 151	OTHER BOND P	2159041.29	2720.00	104896.52	2056864.77	350.00	2057214.77
TOTALS FOR FUND 162	SSMID DISTRI	64462.30			64462.30		64462.30
TOTALS FOR FUND 167	FIRE BEQUEST	12826.37			12826.37		12826.37
TOTALS FOR FUND 169	START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171	RETIREE HEAL	106.32			106.32		106.32
TOTALS FOR FUND 173	LIBRARY BEQU	72192.27	2729.00	6767.64	68213.63	60.00	68213.63
TOTALS FOR FUND 174	COMMUNITY DE	437218.31		13274.28	423944.03		423944.03
TOTALS FOR FUND 175	POLICE BEQUE	179180.81	2324.00	3102.75	178402.06	16.00	178418.06
TOTALS FOR FUND 176	Reimb Grants	-24205.27			-24205.27		-24205.27
TOTALS FOR FUND 177	HISTORIC PRE	26446.09			26446.09		26446.09
TOTALS FOR FUND 200	DEBT SERVICE	-1687633.73			-1687633.73		-1687633.73
TOTALS FOR FUND 301	STREET PROJE	1986621.18		178942.65	1807678.53		1807678.53
TOTALS FOR FUND 303	AIRPORT PROJ	411705.07			411705.07		411705.07
TOTALS FOR FUND 307	SIDEWALK & C	126003.19		12625.83	113377.36		113377.36
TOTALS FOR FUND 309	PARK PROJECT	1074482.85		78988.82	995494.03		995494.03
TOTALS FOR FUND 311	LEVEE PROJEC	-177552.84		688.52	-178241.36		-178241.36
TOTALS FOR FUND 313	EVENT CENTER	516009.66		8725.85	507283.81		507283.81
TOTALS FOR FUND 315	SEWER CONSTR	1953455.62		377293.29	1576162.33	212879.98	1789042.31
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM	2713.29			2713.29		2713.29
TOTALS FOR FUND 503	CEMETERY PER	679.00	1350.00	789.00	1240.00		1240.00
TOTALS FOR FUND 610	SEWER UTILIT	3916772.07	587945.41	331480.00	4173237.48	5120.20	4178357.68
TOTALS FOR FUND 611	SEWER SINKIN	1377000.00			1377000.00		1377000.00
TOTALS FOR FUND 612	STORM WATER						

REPORT DATE 08/31/2023
 SYSTEM DATE 12/12/2023
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 08/31/2023

PAGE 2
 TIME 13:04:58
 USER KINSERJ

ACCOUNT NUMBER ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 613 SEWER IMPROV	4602274.00			4602274.00		4602274.00
TOTALS FOR FUND 670 LANDFILL FUN	1603959.21	194806.42	138440.71	1660324.92	6192.12	1666517.04
TOTALS FOR FUND 671 LANDFILL RES	1241555.00			1241555.00		1241555.00
TOTALS FOR FUND 673 RECYCLING	420722.72	16734.33	55206.32	382250.73	87.12	382337.85
TOTALS FOR FUND 690 TRANSIT FUND	632205.25		63.01	632142.24	4.16	632146.40
TOTALS FOR FUND 695 1015 TRANSIT						
TOTALS FOR FUND 720 BRIDGEVIEW E	28872.23	125000.00		153872.23		153872.23
TOTALS FOR FUND 750 GOLF COURSE	45748.62	5000.00		50748.62		50748.62
TOTALS FOR FUND 810 POOLED INVES	-48326528.23	93001.41		-48233526.82		-48233526.82
TOTALS FOR FUND 820 PAYROLL CLEA	195254.98	646826.04	624603.03	217477.99		217477.99
TOTALS FOR FUND 840 EQUIPMENT PU	1729608.76		9088.95	1720519.81		1720519.81
TOTALS FOR FUND 860 GROUP HEALTH	6588641.31	457091.23	287018.84	6758713.70		6758713.70
TOTALS FOR FUND 861 POST 65 RETI	178470.04	10162.09	29709.58	158922.55	24182.46	183105.01
TOTALS FOR FUND 862 DENTAL INSUR	59355.34	12131.25	9726.43	61760.16		61760.16
TOTALS FOR FUND 863 LIFE INSURAN	47232.88	9455.70		56688.58		56688.58
TOTALS FOR ALL LISTED FUNDS	3399346.67	4009827.06	4991558.26	2417615.47	348283.50	2765898.97

Analyzed Business Checking - PF

Account number: ●●●●●● August 1, 2023 - August 31, 2023 Page 1 of 9



CITY OF OTTUMWA
 GENERAL ACCT
 105 E 3RD ST
 OTTUMWA IA 52501-2904

Questions?

Call your Customer Service Officer or Client Services
1-800-AT WELLS (1-800-289-3557)
 5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (001)
 P.O. Box 6995
 Portland, OR 97228-6995

Account summary

Analyzed Business Checking - PF

Account number	Beginning balance	Total credits	Total debits	Ending balance
●●●●●●	\$3,637,897.47	\$2,899,696.08	-\$3,649,239.00	\$2,888,354.55

Credits

Deposits

Effective date	Posted date	Amount	Transaction detail
08/08	08/09	1,750.00	Reversal of Check Posted 8-08-23 Reposted 8-09-23 as Serial 0000218583 Our Ref: 8-08-23 00000000
08/11	08/14	1,265.07	Reversal of Check Posted 8-11-23 Reposted 8-14-23 as Serial 0000218550 Our Ref: 8-11-23 00000000
08/21	08/22	2,273.44	Reversal of Check Posted 8-21-23 Reposted 8-22-23 as Serial 0000218672 Our Ref: 8-21-23 00000000
		\$5,288.51	Total deposits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
08/01		3.60	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library
08/01		26.50	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
08/01		44.00	Epx St 034145179 Merch Setl 3130034145179 City of Ottumwa City H
08/01		50.00	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
08/01		360.00	Epx St 034145252 Merch Setl 3130034145252 Ottumwa Beach
08/01		552.94	Bankcard 1860 Mtot Dep 230731 519917920127313 City of Ottumwa - Lan
08/01		760.00	Epx St 034145195 Merch Setl 3130034145195 City of Ottumwa Campgr
08/01		1,052.49	Merchant Svcs Ipsmasetl 073123 403903452700405 City of Ottumwa
08/01		5,184.12	Avfuel3023 Cctransfer Ottum1 City of Ottumwa
08/01		13,470.83	ACH Origination - City of Ottumwa - File 7777788888 Coid 9800013760
08/01		29,854.28	Post Verify Deposit
08/02		4.05	Epx St 034145229 Merch Setl 3130034145229 Ottumwa Public Library
08/02		10.00	Epx St 034145179 Merch Setl 3130034145179 City of Ottumwa City H
08/02		15.00	Epx St 034145187 Merch Setl 3130034145187 City of Ottumwa Police

City of Ottumwa
Vendor Payment Report
For the month of Aug 2023

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00626	SCOTT ADAMS	218524	8/4/2023	161.22	SUSTENANCE SUPPLIES
00690	AFLAC	218597	8/11/2023	1,935.38	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	218598	8/11/2023	11,242.25	Legal Fees
01700	ALLIANT ENERGY/IPL	218599	8/11/2023	95,351.51	ELECTRIC
01719	ALLIED SYSTEMS, INC.	218525	8/4/2023	11,205.00	OTHER CAPITAL EQUIP
02080	ALTORFER INC.	218661	8/18/2023	6,747.07	OPERATING SUPPLIES
02080A	ALTORFER	218527	8/4/2023	7,447.08	VHCL MTCE SUPPLIES
05368	AREA 15 REGIONAL PLANNING	218600	8/11/2023	18,398.08	CONTRIBUTION/AREA 15
05681	ATLANTIC BOTTLING COMPANY	218528	8/4/2023	1,395.00	CONCESSION - RESALE
05700	ATOMIC TERMITE & PEST	218663	8/18/2023	130.00	GROUND MAINT & REPAIR
06009A	BNSF RAILWAY COMPANY	218724	8/25/2023	6,532.00	MISCELLANEOUS
06143	BACA INTERNATIONAL, INC	218529	8/4/2023	50.00	REFUNDS
06481	BAILEY OFFICE OUTFITTERS	218530	8/4/2023	1,740.09	OFFICE SUPPLIES
07019	BRADLEY T BARNES	218664	8/18/2023	227.00	OTHER PROF SERV
07884	BELLA VISTA REAL ESTATE L	218531	8/4/2023	4,850.36	Reimb Grant Expenditures
09352	BLACKSTONE PUBLISHING	218665	8/18/2023	150.00	LIBRARY MAT.-JAMES ESTATE
09360	BLACK'S TIRE COMPANY LLC	218532	8/4/2023	3,167.88	VHCL MTCE SUPPLIES
09515	BLOOMFIELD COMMUNICATIONS	218666	8/18/2023	46.44	TELEPHONE/IT
09523	BLUEGLOBES LLC	218534	8/4/2023	448.57	GROUND MAINT & REPAIR
09556	BOER, TRISTIN	218667	8/18/2023	50.00	REFUNDS
09698	ALISSON BONILLA	218535	8/4/2023	100.00	REFUNDS
10079	BOUND TREE MEDICAL LLC	218727	8/25/2023	167.14	EMS SUPPLIES
11470	THE BRIDGE CHURCH	218601	8/11/2023	50.00	REFUNDS
11496	BRIDGE CITY SANITATION LL	218722	8/21/2023	200,209.70	OTHER PROF SERV
12500	BUB'S TREE CARE	218537	8/4/2023	7,975.00	TREE TRIMMING
13610	C-FAB LLC	218669	8/18/2023	5,355.00	VHCL MTCE SUPPLIES
13646	CALHOUN-BURNS & ASSOC INC	218538	8/4/2023	1,259.00	ENGINEERING
14317	CAPITAL ONE	218539	8/4/2023	1,376.73	OPERATING SUPPLIES
15000	CARQUEST AUTO	218603	8/11/2023	286.46	VHCL MTCE SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	218540	8/4/2023	789.54	RENTS & LEASES
15787	CASE FACE PAINTING	218604	8/11/2023	150.00	PROGRAM SUPPLIES
15788	CATERPILLAR GLOBAL SERVIC	218605	8/11/2023	3,299.40	VHCL MTCE SUPPLIES
16300	CENTRAL IOWA FASTENERS	218541	8/4/2023	147.50	MISCELLANEOUS
16402	CENTURYLINK	218670	8/18/2023	1,608.73	TELEPHONE/IT
16403	CENTURYLINK	218671	8/18/2023	6.55	TELEPHONE/IT
17500	CHRISTNER CONTRACTING INC	218543	8/4/2023	21,244.69	CONTRACTUAL SERVICES
17825	CITY OF OTTUMWA, CEMETERY	218544	8/4/2023	679.00	CASH INVESTED PASSBK SVNG
18363	CLEAN AIR & WATER SYSTEMS	218731	8/25/2023	4,250.00	OPERATING SUPPLIES
18502	CLUB SENTRY SOFTWARE	218545	8/4/2023	32.95	TECHNOLOGY SERVICES
18834	COLD SPRING GRANITE COMPA	218546	8/4/2023	523.00	MERCHANDISE - RESALE
18980	CHILD SUPPORT SERVICES	218672	8/18/2023	4,546.88	CHILD SUPPORT PAYABLE
22020	DAN CROSSMON	218732	8/25/2023	132.45	SUSTENANCE SUPPLIES
22457	DC CONCRETE & CONST. LLC	218673	8/18/2023	12,492.02	CONTRACTUAL SERVICES
22462	DCI-SOR	218607	8/11/2023	150.00	TRAINING
22479	D P PLUMBING PLUS	218733	8/25/2023	2,313.43	BLDG MAINT & REPAIR
22484	DPF ALTERNATIVES IOWA,LLC	218549	8/4/2023	718.00	VHCL MTCE SUPPLIES
24151	DENTONS DAVIS BROWN PC	218674	8/18/2023	3,057.00	CONTRACTUAL SERVICES
24306	DEPARTMENT OF JUSTICE	218675	8/18/2023	680.80	OTHER SMALL CAPITAL
24320	DNR	218676	8/18/2023	32,067.42	IDNR SOLID WASTE FEES
24322A	DEPTMENT OF THE TREASURY	218550	8/4/2023	1,265.07	MISCELLANEOUS
24375	DESIGN WORKSHOP, INC	218677	8/18/2023	1,800.00	COMPREHENSIVE PLAN
24867	HEATHER DICKERSON	218734	8/25/2023	100.00	REFUNDS
25593	DXP ENTERPRISES, INC.	218678	8/18/2023	389.43	VHCL MTCE SUPPLIES

26050	EARL MAY SEED & NURSERY	218551	8/4/2023	185.97	OPERATING SUPPLIES
26640	ECOSYSTEMS INC	218735	8/25/2023	5,115.00	SLUDGE HAULING
27005	ELECTRIC PUMP, INC.	218608	8/11/2023	11,070.07	OTHER MAINT & REPAIR
27010	CONSOLIDATED ELECTRICAL	218679	8/18/2023	8,016.57	MISCELLANEOUS
27272	ELLIOTT BULK SERVICES LLC	218738	8/25/2023	15,176.78	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	218739	8/25/2023	681.43	VHCL-FUEL
27552	EMPOWER RETIREMENT	218680	8/18/2023	500.00	HARTFORD DEF COMP PAYABLE
27789	ENVIRONMENTAL EDGE	218740	8/25/2023	43,600.00	CONTRACTUAL SERVICES
27823	ERHARDT, CLAYTON	218554	8/4/2023	875.00	RENTS & LEASES
29580	ED M FELD EQUIPMENT CO	218555	8/4/2023	70.00	TOOLS & SMALL EQUIP
29829	FIDELITY SECURITY LIFE	218741	8/25/2023	2,358.75	AVESIS PAYABLE
30011	GOODVIN PLUMBING LLC	218774	8/25/2023	9,350.00	MISCELLANEOUS
31302A	FRASE COMPANY LUMBER	218742	8/25/2023	82.71	MISCELLANEOUS
31459	GRP & ASSOCIATES	218743	8/25/2023	142.00	HAZARDOUS WASTE DISPOSAL
32040	CINDI GATES	218610	8/11/2023	50.00	REFUNDS
33648	GREATER OTTUMWA PARTNERS	218556	8/4/2023	20,000.00	CONTRACTUAL SERVICES
33653	GREGG YOUNG AUTOMOTIVE	218557	8/4/2023	269.62	VHCL MTCE SUPPLIES
34095	BUD GUYETTE	218611	8/11/2023	131.30	SUSTENANCE SUPPLIES
34332	HDR ENGINEERING, INC.	218612	8/11/2023	1,749.63	CAPITAL IMPROVEMENTS
34901	DRAYTON HAMM	218558	8/4/2023	127.87	SUSTENANCE SUPPLIES
36083	HAWKEYE TRUCK EQUIPMENT	218559	8/4/2023	1,560.00	VHCL MTCE SUPPLIES
36301	HEARTLAND AVIATION	218560	8/4/2023	985.00	RENTS & LEASES
36302	HEARTLAND HUMANE SOCIETY	218613	8/11/2023	570.00	OTHER PROF SERV
37350	HERRMANN'S LAWNCARE	218681	8/18/2023	81.00	MISCELLANEOUS
37476	HILL PRODUCTIONS & MEDIA	218682	8/18/2023	111.40	ADVERT/LEGAL PUBL
38195	HOPKINS & HUBBNER PC	218683	8/18/2023	11,355.03	LEGAL FEES
39185	HUMANA INSURANCE CO	218745	8/25/2023	24,182.46	MEDICARE PREMIUMS
39307	HYDRO DRAMATICS	218746	8/25/2023	81.52	OPERATING SUPPLIES
39438	HY-VEE ACCOUNTS RECEIVABL	218747	8/25/2023	93.83	OPERATING SUPPLIES
41505A	IMWCA	218684	8/18/2023	31,869.11	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	218561	8/4/2023	22,789.00	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	218562	8/4/2023	148.00	BLDG MAINT & REPAIR
42090	INFOMAX OFF SYSTEMS INC	218618	8/11/2023	1,456.68	PHOTOCOPIES
42091	INFOMAX	218563	8/4/2023	160.00	TECHNOLOGY SERVICES
42160	INGRAM LIBRARY SERVICES	218750	8/25/2023	3,356.84	LIBRARY MAT.-JAMES ESTATE
43265	INTERSTATE BATTERY	218619	8/11/2023	580.80	VHCL MTCE SUPPLIES
43465	IOWA COMMUNITIES ASSURANC	218564	8/4/2023	6,556.98	INSURANCE CLAIMS
43506	IOWA DEPT TRANSPORTATION	218687	8/18/2023	324.48	STREET MAINT SUPPLIES
43511	IOWA DEPT NATURAL RESOURC	218751	8/25/2023	1,275.00	PERMITS
43935	IOWA MISSOURI FORD CLUB S	218752	8/25/2023	100.00	REFUNDS
43999	IOWA ONE CALL	218565	8/4/2023	241.20	TELEPHONE/IT
44900	JBS OTTUMWA	218688	8/18/2023	50.00	REFUNDS
45057	J & J MOWING	218566	8/4/2023	27,291.42	CONTRACTUAL SERVICES
45059	J & K CONTRACTING	218754	8/25/2023	206,347.98	CONTRACTUAL SERVICES
45518	JEFFERSON COUNTY QUARRY	218755	8/25/2023	3,041.28	STREET MAINT SUPPLIES
45616	JERRY'S TREE SERVICE	218622	8/11/2023	1,210.00	TREE TRIMMING
45704	CATHY COLEEN JOBE	218756	8/25/2023	4,889.75	Reimb Grant Expenditures
46694	JONES CONTRACTING CORP	218567	8/4/2023	171,113.54	CONTRACTUAL SERVICES
46711	CONNIE JONES	218690	8/18/2023	100.00	REFUNDS
47242	JUMPING JIMS PARTY RENTAL	218623	8/11/2023	300.00	PROGRAM SUPPLIES
47403	DAKOTA QUINN	218757	8/25/2023	400.00	EMS SUPPLIES
47714	KAY PARK-REC CORP (AR)	218624	8/11/2023	323.00	OPERATING SUPPLIES
49082	KIRX INC.	218625	8/11/2023	622.75	ADVERT/LEGAL PUBL
49206	KLODT DOOR SERVICE LLC	218626	8/11/2023	320.60	GROUND MAINT & REPAIR
49675	JOSHUA KOBES	218568	8/4/2023	194.36	SUSTENANCE SUPPLIES
49687	KOHL WHOLESALE	218569	8/4/2023	7,420.15	CONCESSION SUPPLIES
49804D	UKG KRONOS SYSTEMS, LLC	218691	8/18/2023	5,774.11	Contractual Services
50305A	KYOU	218692	8/18/2023	605.00	ADVERT/LEGAL PUBL
50451	LABCONCO CORP	218759	8/25/2023	217.74	LAB SUPPLIES
50620	LANGMAN CONSTRUCTION, INC	218627	8/11/2023	87,562.74	UTILITY SYSTEM
51361	LEE'S PHOTOGRAPHY	218628	8/11/2023	1,224.62	MISCELLANEOUS
51968	LIBERTY TIRE	218629	8/11/2023	2,769.68	TIRE DISPOSAL

51969	LIBERTY TIRE SERVICES LLC	218570	8/4/2023	2,368.32	TIRE DISPOSAL
52096	LIDTKA ESTATES, LLC	218760	8/25/2023	7,500.00	FACADE GRANTS
52710	LOCAL 74 UAW	218630	8/11/2023	50.00	REFUNDS
52990	LOKTRONICS SECURITY CORP	218631	8/11/2023	59.71	OPERATING SUPPLIES
54390	MANATT'S INC	218761	8/25/2023	7,594.80	STREET MAINT SUPPLIES
57385	MENARDS	218634	8/11/2023	2,785.10	OPERATING SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	218571	8/4/2023	4,780.11	MEDICARE PREMIUMS
58500	MIDAMERICAN ENERGY CO	218573	8/4/2023	1,946.04	NATURAL GAS
58522	MID COUNTRY MACHINERY INC	218636	8/11/2023	678.01	VHCL MTCE SUPPLIES
59382	MIDWEST TAPE	218695	8/18/2023	87.21	LIBRARY MAT.-JAMES ESTATE
60097	TONY MILLER	218574	8/4/2023	14.47	SUSTENANCE SUPPLIES
60299	MISSIONSQUARE	218696	8/18/2023	2,430.76	ICMA DEF COMP PAYABLE
62889	MYOU	218697	8/18/2023	320.00	ADVERT/LEGAL PUBL
65680	NOEL INSURANCE INC	218698	8/18/2023	14,403.00	GEN LIABIL INSURANCE
66001	NORRIS ASPHALT PAVING INC	218762	8/25/2023	8,637.40	STREET MAINT SUPPLIES
66561	OFFICIAL PEST CONTROL	218638	8/11/2023	55.00	SUSTENANCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	218639	8/11/2023	370.91	VHCL MTCE SUPPLIES
68145	OTTUMWA EDUCATION ASSOCIA	218763	8/25/2023	50.00	REFUNDS
68218	OTTUMWA HOSPITALITY, LLC	218576	8/4/2023	71,132.38	Contractual Services
68237	OTTUMWA LEADERSHIP ACADEM	218699	8/18/2023	1,100.00	Training
68238	OTTUMWA HEALTH GROUP LLC	218700	8/18/2023	899.00	EMPLOYEE PHYSICALS/TESTS
68248A	OTTUMWA MUNICIPAL BAND	218701	8/18/2023	3,114.20	OTHER PROF SERV
68560	OTTUMWA PRINTING, INC.	218640	8/11/2023	1,006.00	PHOTOCOPIES
69040	OTTUMWA WATER AND HYDRO	218577	8/4/2023	13,546.52	BILLING FEES-WW
69270	OYOU	218702	8/18/2023	650.00	ADVERT/LEGAL PUBL
69688	DIXIE L PARKER	218578	8/4/2023	1,650.00	JANITORIAL
71291	DEBRA PETERSON	218703	8/18/2023	3,534.17	Reimb Grant Expenditures
72851	POLAR XPRESS, LLC	218642	8/11/2023	1,000.00	PROGRAM SUPPLIES
73420	PRAIRIE AG SUPPLY INC	218579	8/4/2023	318.60	TOOLS & SMALL EQUIP
73926	PRODUCTIVITY PLUS ACCOUNT	218643	8/11/2023	428.59	VHCL MTCE SUPPLIES
73971	PROFESSIONAL JANITORIAL	218644	8/11/2023	2,740.00	JANITORIAL
74626	QUALITY SERVICES CORP	218580	8/4/2023	2,002.88	VHCL MTCE SUPPLIES
74799	R & R INDUSTRIES, INC.	218581	8/4/2023	316.47	SUSTENANCE SUPPLIES
74955	RACOM CORPORATION	218704	8/18/2023	938.50	VHCL MTCE SUPPLIES
74973	TOM REA	218582	8/4/2023	153.00	SUSTENANCE SUPPLIES
75926	REDLINE PRESSURE WASHING	218583	8/4/2023	2,550.00	MISC CONTRACT WORK
76296	CHRISTINA REINHARD	218584	8/4/2023	168.34	TRAINING
76393	RETAIL STRATEGIES,LLC	218645	8/11/2023	45,000.00	CONTRACTUAL SERVICES
77203	RG CONSTRUCTION, LLC	218585	8/4/2023	76,950.00	CAPITAL IMPROVEMENTS
77303	MARY ANN ROBERT	218765	8/25/2023	35.00	REFUNDS
77466	ROCHESTER ARMORED CAR	218766	8/25/2023	450.32	OTHER PROF SERV
77803	GACRIEL ROSOKOW	218646	8/11/2023	100.00	REFUNDS
77965	ROTARY CLUB OF OTTUMWA	218706	8/18/2023	169.50	DUES & MEMBERSHIPS
78105	ROYAL PORTABLE TOILETS	218707	8/18/2023	110.16	OPERATING SUPPLIES
78162	JAKE RUSCH	218708	8/18/2023	73.62	TRAVEL & CONFERENCE
78279	S & L ALL SEASON	218647	8/11/2023	774.77	TOOLS & SMALL EQUIP
78293	SCS ENGINEERS	218709	8/18/2023	4,733.00	ENGINEERING
78718	SANDRY FIRE SUPPLY LLC	218767	8/25/2023	2,940.12	OTHER SMALL CAPITAL
79358	SCHUMACHER ELEVATOR CO	218710	8/18/2023	521.06	BLDG MAINT & REPAIR
82133	SINCLAIR BROADCAST GROUP	218711	8/18/2023	675.00	ADVERT/LEGAL PUBL
82134	SINCLAIR BROADCAST GROUP	218712	8/18/2023	1,330.00	ADVERT/LEGAL PUBL
82135	SINCLAIR TRACTOR	218586	8/4/2023	92.44	VHCL MTCE SUPPLIES
82136	SINCLAIR NAPA	218649	8/11/2023	4,308.63	MISCELLANEOUS
83920	SOUTHERN IOWA ELECTRIC	218713	8/18/2023	77.76	ELECTRIC
83928	SOUTHERN IOWA MENTAL HEAL	218714	8/18/2023	80.00	Contractual Services
85285	STATE LIBRARY OF IOWA	218715	8/18/2023	3,550.00	CONTRACTUAL SERVICES
86159	MSW CONSTRUCTION	218650	8/11/2023	500.00	SALE OF REAL ESTATE
86196	THE STITCH DOCTOR	218768	8/25/2023	45.36	OPERATING SUPPLIES
86970	SUPREME STAFFING INC	218651	8/11/2023	22,753.53	CONTRACT EMPLOYEES
87994	CYRUS TEAGUE	218769	8/25/2023	50.00	REFUNDS
88651	RACHEL THOMPSON	218716	8/18/2023	166.92	OPERATING SUPPLIES
89072	TORRES CONSTRUCTION	218652	8/11/2023	1,200.00	CONTRACTUAL SERVICES

89213	TRADEBE ENVIRONMENTAL	218653	8/11/2023	6,903.26	HAZARDOUS WASTE DISPOSAL
89321	TRASH STICKERS, INC.	218588	8/4/2023	756.00	TRASH TAGS & STICKERS
89411	JAMES TRAY	218654	8/11/2023	150.56	SUSTENANCE SUPPLIES
89855	TRUITT ABSTRACT COMPANY	218655	8/11/2023	175.00	LEGAL FEES
89986	TUBE PRO INC.	218589	8/4/2023	479.75	OPERATING SUPPLIES
92555	THE VAN METER COMPANY	218590	8/4/2023	721.34	OPERATING SUPPLIES
92640	VAUGHN AUTOMOTIVE	218591	8/4/2023	357.88	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	218592	8/4/2023	54,920.00	MISCELLANEOUS
92698	VETTER'S INC-CULLIGAN WAT	218656	8/11/2023	38.50	LAB SUPPLIES
94720	WAPELLO COUNTY SHERIFF	218770	8/25/2023	3,597.00	OTHER SMALL CAPITAL
95000	WAPELLO COUNTY UNITED WAY	218718	8/18/2023	14.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	218593	8/4/2023	45.23	WATER
95162	WASHINGTON APARTMENTS	218771	8/25/2023	78,000.00	TIF PAYMENTS
95368	WAYNE'S TIRE	218657	8/11/2023	80.00	VHCL MTCE SUPPLIES
95490	WEIGHTS & MEASURES BUREAU	218772	8/25/2023	168.00	PERMITS
95611	WELLMARK BC & BS OF IOWA	218659	8/11/2023	296,227.21	GROUP HEALTH CLAIMS
96520	WHATSOEVER YOU DO, INC	218594	8/4/2023	100.00	REFUNDS
96741	WILCOX EQUIPMENT	218719	8/18/2023	1,902.17	VHCL MTCE SUPPLIES
96792	WILLETT HOFMANN	218660	8/11/2023	28,054.25	ENGINEERING
97306	WINDSTREAM ENTERPRISE	218720	8/18/2023	1,946.59	Telephone/IT
97320	WINGER COMPANIES	218596	8/4/2023	11,589.41	TOOLS & SMALL EQUIP
97577	WOODRIVER ENERGY LLC	218721	8/18/2023	2,090.99	NATURAL GAS
ACH	IA Dept of Rev	ACH	8/1/2023	6,567.33	Sales Tax
ACH	UKG KRONOS SYSTEMS, LLC	ACH	8/2/2023	427,315.06	Payroll
ACH	Avfuel	ACH	8/4/2023	24,272.43	Airport Fuel
ACH	Advantage Admin	ACH	8/7/2023	2,221.17	Flex Program
ACH	Nationwide	ACH	8/8/2023	1,290.00	Payroll
ACH	CC Pmt	ACH	8/8/2023	83,033.77	CC Purchases
ACH	IPERS	ACH	8/11/2023	78,496.77	IPERS
ACH	Municipal Fire & Co	ACH	8/11/2023	129,626.53	Retirement
ACH	UKG KRONOS SYSTEMS, LLC	ACH	8/16/2023	444,237.74	Payroll
ACH	Avfuel	ACH	8/18/2023	26,460.81	Airport Fuel
ACH	Advantage Admin	ACH	8/21/2023	2,221.17	Flex Program
ACH	Nationwide	ACH	8/22/2023	1,290.00	Payroll
ACH	UKG KRONOS SYSTEMS, LLC	ACH	8/30/2023	430,838.68	Payroll
ACH	IA Dept of Rev	ACH	8/31/2023	4,369.70	Sales Tax
ACH	Misc	ACH		831.71	CC Fee; Returned Item etc.
	TOTAL			3,709,164.26	

OTTUMWA CIVIL SERVICE COMMISSION

I.T. TECHNICIAN – Entrance Eligibility List

1. Quinton Lunt

FIREFIGHTER – Entrance Eligibility List

1. Bailey Turner

Certified December 6, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

received
12-13-23 12pm

Item No. B.-4.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: **Resolution #212-2023. Approving the contract, bond, and certificate of insurance for the Greater Ottumwa Park Soccer Complex Project.**

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

RECOMMENDATION: **Pass and Adopt Resolution #212-2023.**

DISCUSSION: **Attached is the required bond, certificate of insurance, and signed contract with Bi-State Contracting for the Greater Ottumwa Park Soccer Complex Project. This project will involve the construction of 3 high quality soccer fields in the Northwest quadrant of Ottumwa Park, between the adult softball fields and the dog park.**

RESOLUTION # 212-2023

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE
GREATER OTTUMWA PARK SOCCER COMPLEX PROJECT

WHEREAS, The City of Ottumwa is in need of high quality soccer fields to serve all age groups;
and

WHEREAS, Funding for these fields is available through the Ottumwa Regional Legacy
Foundation; and

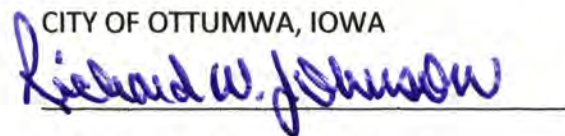
WHEREAS, The Ottumwa City Council awarded the contract for the Greater Ottumwa Soccer
Complex Project to Bi-State Contracting on December 5, 2023; and

WHEREAS, A signed contract, bond, and certificate of insurance are required for this project.

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

That the contract, bond, and certificate of insurance for the Greater Ottumwa Park Soccer
Complex Project be approved by the Ottumwa City Council on December 19, 2023.

APPROVED, PASSED, AND ADOPTED, this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:




Christina Reinhard, City Clerk

Transmittal Cover Page



110 Washington Road
West Burlington, IA 52655
Phone: 319-752-6074
Fax: 319-752-2041

DATE: 12/12/23	
GENE RATHJE, CITY OF OTTUMWA 105 E THIRD STREET OTTUMWA, IA 52501	
PHONE:	FAX:

JOB NAME: GREATER OTTUMWA SOCCER COMPLEX	LOCATION: OTTUMWA, IA
CONTRACTOR: BI-STATE CONTRACTING, INC.	

Gene,

Please find the following documents enclosed for the Greater Ottumwa Soccer Complex project:

- Three (3) Original Signed Contracts
- Three (3) Original Signed Performance, Payment, & Maintenance Bonds
- Three (3) Certificate of Insurance

Thank you!

Nieca Link
Business Admin.

SECTION 00510

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Bond Number 2349499

PRINCIPAL (Legal Name and Business Address) Bi-State Contracting, Inc. 110 Washington Road West Burlington, IA 52655		STATE OF INCORPORATION Iowa
SURETY (Legal Name and Business Address) Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street, Suite 800 Kansas City, MO 64105-2478	CONTRACT NO.	CONTRACT DATE December 19, 2023
PENAL SUM OF BOND (Expressed in words and numerals) Three Million, Forty Eight Thousand, One Hundred Thirty Eight and 00/100 Dollars \$3,048,138.00		

KNOW ALL BY THESE PRESENTS:

That we, Bi-State Contracting, Inc., as Principal (hereinafter the "CONTRACTOR" or "PRINCIPAL" and **Swiss Re Corporate Solutions America Insurance Corporation**, as SURETY are held and firmly bound unto *the City of Ottumwa, Iowa*, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **Three Million, Forty Eight Thousand, One Hundred Thirty Eight and 00/100** _____ dollars (\$ **3,048,138.00**), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the **19th** day of **December**, **2023**, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: **Greater Ottumwa Park Soccer Complex**

Project Location: **City of Ottumwa, Iowa**

The Work generally consists of:

- Three (3) natural turf soccer fields and associated equipment
- Restroom facility
- Field lighting and utilities
- Irrigation
- Parking lot
- Parking lot lighting and utilities
- Stormwater management devices
- Fencing
- Sidewalks

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

SECTION 00510

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

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

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

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

SECTION 00510

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

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

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

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

SECTION 00510

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

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

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

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

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

Project No. _____

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

Witness our hands, in triplicate, this 19th day of December, 2023.

Surety Countersigned By:

Not Required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Bi-State Contracting, Inc.

Contractor

By:

Mike Jach
Signature

Pres.
Title

SURETY:

Swiss Re Corporate Solutions America Insurance Corporation

Surety Company

By:

[Signature]
Signature Attorney-in-Fact Officer & IA Resident Agent

Anne Crowner

Printed Name of Attorney-in-Fact Officer & IA Resident Agent

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, DIONE R. YOUNG,
SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, SARA HUSTON, JOHN CORD, and AMY HUYNH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 18TH day of OCTOBER, 2023

State of Illinois
County of Cook

**Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation**

On this 18TH day of OCTOBER, 2023, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of December, 2023.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **December 19, 2023**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Bi-State Contracting, Inc. of West Burlington, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

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

ARTICLE II

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

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$3,048,138.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of **\$300,000** for each person bodily injury and **\$1,000,000** per occurrence of or aggregate limit, or

\$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Richard W. Johnson
Title Mayor

ATTEST:

Christina Reinhard
Title City Clerk

Bi-State Contracting, Inc.
Contractor

By Mike Jackson
Title Pres.

Address 110 Washington Rd

City, State, Zip West Burlington, IA
52655



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2023

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Andrea West	
	PHONE (A/C, No, Ext): 515-381-7432	FAX (A/C, No):
E-MAIL ADDRESS: awest@holmesmurphy.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Bi-State Contracting, Inc. 110 Washington Rd West Burlington, IA 52655	BISCONPC1	INSURER A : Cincinnati Insurance Company 10677 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 358296732 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	EPP0577625	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPP0577625	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EPP0577625	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC0577623	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			EPP0577625	6/1/2023	6/1/2024	Limit 200,000
A	Owned Equipment			EPP0577625	6/1/2023	6/1/2024	Limit PerSchedule
A	Leased/Rented Equipment			EPP0577625	6/1/2023	6/1/2024	Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Greater Ottumwa Park Soccer Complex- Ottumwa Iowa City of Ottumwa is the additional insured on the GL, Auto and Umb policies as required by written contract with the insured per policy terms and conditions.
Waiver of subrogation applies and is in favor of the additional insured.
Notice of cancellation applies and is in favor of the additional insureds.

CERTIFICATE HOLDER

CANCELLATION

City of Ottumwa 105 East Third Street Ottumwa IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kari Coolidge</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 19, 2023

Phillip Burgmeier

Prepared By

Phillip Burgmeier
Department Head

Engineering
Department

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #219-2023. Approving the contract, bond, and certificate of insurance for the Richmond Avenue Pump Station Improvements Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #219-2023.

DISCUSSION: The project will consist of improvements to connect an existing 16 inch sanitary sewer force main to the Richmond Avenue Pump Station including trenched 12 inch and 16 inch force main piping, interior 8 inch and 12 inch piping and valves, air/vacuum valves in existing pits, portable pump connection and miscellaneous associated work. The Richmond Avenue Pump Station is located on the north side of Richmond Avenue to the west of North Milner Street.

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

Funding:
Sewer Fund \$90,000

RESOLUTION #219-2023

A RESOLUTION APPROVING THE CONTRACT, INSURANCE AND BOND FOR THE
RICHMOND AVENUE PUMP STATION IMPROVEMENTS PROJECT

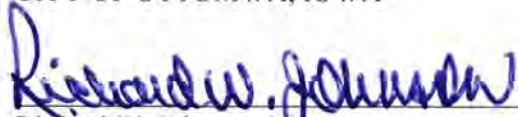
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete & Construction, LLC of Douds, Iowa, in the amount of \$86,750.00 based on total unit price and estimated quantities; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with DC Concrete & Construction, LLC of Douds, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **December 19, 2023** by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete and Construction LLC of Douds, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"Richmond Avenue Pump Station Improvements, Ottumwa, Iowa"** prepared by the Garden & Associates, Ltd. of Oskaloosa, and City Engineering Department, Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the Notice to Proceed and shall be fully completed and ready for final payment within **20 working days** in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$86,750.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of \$500,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$2,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Richard W. Johnson

Title Mayor

ATTEST:

Christina Reinkens

Title City Clerk

DC Concrete & Const. LLC
Contractor

By Budget Copf

Title Owner

Address 15476 Emerald RD

City, State, Zip Dowds IA 52551

SECTION 00510

**PLEASE NOTE: THIS IS A NEW FORM TO COMPLY WITH SUDAS STANDARDS.
PLEASE HAVE YOUR BONDING COMPANY USE THIS FORM.**

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

Bond Number

DC Concrete & Construction, LLC, 15476 Emerald Rd., Douds, IA 52551 Iowa

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

West Bend Mutual Insurance Company, 1900 S. 18th Ave., West Bend, WI 53095

SURETY (Legal Name and Business Address)

CONTRACT NO.

CONTRACT DATE

Eighty-six thousand three hundred fifty and 0/100 dollars

December 14, 2023

PENAL SUM OF BOND (Expressed in words and numerals)

KNOW ALL BY THESE PRESENTS:

That we, DC Concrete & Construction, LLC, as Principal
(hereinafter the "CONTRACTOR" or "PRINCIPAL" and
West Bend Mutual Insurance Company, as SURETY are held and firmly bound unto *the*
City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of
Eighty-six thousand three hundred fifty and 0/100 dollars
dollars (\$ \$86,750), lawful money of the United States, for the payment of which sum, well
and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract
with the OWNER, bearing date the 14th day of December, 2023, wherein said
CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: *Richmond Avenue Pump Station Improvements, Ottumwa, Iowa*

Project Location: *City of Ottumwa, Iowa*

The Work generally consists of:

*Improvements to connect an existing 16 inch sanitary sewer force main to the Richmond Avenue
Pump Station including trenched 12 inch and 16 inch force main piping, interior 8 inch and 12
inch piping and valves, air/vacuum valves in existing pits, portable pump connection and
miscellaneous associated work.*

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

SECTION 00510

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

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

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

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

SECTION 00510

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

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

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

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

SECTION 00510

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

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

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

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

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

Project No. _____

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

Witness our hands, in triplicate, this 14th day of DECEMBER, 2023.

Surety Countersigned By:
[Signature]
Signature of Agent

DAVIS LOWENBERG
Printed Name of Agent
First Mainstreet Insurance

Company Name
306 W Burlington Ave

Company Address
Fairfield, Iowa 52556

City, State, Zip Code
641-472-2141

Company Telephone Number

PRINCIPAL:
DC Concrete & Construction, LLC
Contractor

By: [Signature]
Signature
Owner
Title

SURETY:
West Bend Mutual Insurance Company

Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

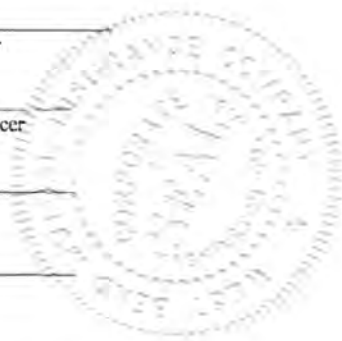
DAVIS LOWENBERG
Printed Name of Attorney-in-Fact Officer
First MainStreet Insurance

Company Name
306 W Burlington Ave

Company Address
Fairfield, Iowa 52556

City, State, Zip Code
641-472-2141

Company Telephone Number



NOTE:

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



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Davis Lowenberg

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 13th day of December, 2023.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2023

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

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


PRODUCER Fortress Insurance Services 2894 106th Street Suite 120 Urbandale IA 50322		CONTACT NAME: Chad McMullin PHONE (A/C, No, Ext): (515) 225-1712 E-MAIL ADDRESS: chad@thefortress.net FAX (A/C, No): (515) 225-1749	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Owners Insurance Company	NAIC # 32700
		INSURER B : Auto-Owners Insurance Co	18988
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2342414227 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			39269108	01/12/2023	01/12/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG Premises/Operations \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			54-269108-00	01/12/2023	01/12/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	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 <input type="checkbox"/> N / A						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Accessible Stations Development Program Mount Pleasant, IA Station
 30 Day Notice of Cancellation Applies to the General Liability and Umbrella Policies.
 10 Day Notice for Non-Payment Applies to the General Liability and Umbrella Policies.
 General Liability primary and non-contributory
 Explosion, Collapse and Underground (XCU) Hazards are not excluded

CERTIFICATE HOLDER	CANCELLATION
	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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2023

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

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


PRODUCER Fortress Insurance Services 2894 106th Street Suite 120 Urbandale IA 50322		CONTACT NAME: Chad McMullin PHONE (A/C, No, Ext): (515) 225-1712 E-MAIL ADDRESS: chad@thefortress.net FAX (A/C, No): (515) 225-1749	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Owners Insurance Company	NAIC # 32700
		INSURER B: Auto-Owners Insurance Co	18988
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2342414227 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			39269108	01/12/2024	01/12/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Premises/Operations \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			54-269108-00	01/12/2024	01/12/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Accessible Stations Development Program Mount Pleasant, IA Station
30 Day Notice of Cancellation Applies to the General Liability and Umbrella Policies.
10 Day Notice for Non-Payment Applies to the General Liability and Umbrella Policies.
General Liability primary and non-contributory
Explosion, Collapse and Underground (XCU) Hazards are not excluded

CERTIFICATE HOLDER	CANCELLATION
	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 

received
12-14-23 11:20

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 19, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 226-2023: Resolution Fixing Date for a Public Hearing on the Proposal to Renew the Downtown Ottumwa Self-Supporting Municipal Improvement District

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 226-2023.

DISCUSSION: A petition has been timely filed and which fulfills the requirements of Chapter 386 of the Code of Iowa to renew the Downtown Self-Supporting Municipal Improvement District. This resolution sets January 2, 2024 as the date of a public hearing to consider Ordinance 3221-2024 which would renew the district for a further 7 years.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 226-2023

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO RENEW THE DOWNTOWN OTTUMWA
SELF-SUPPORTING MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, pursuant to the provisions of Chapter 386 of the Code of Iowa (the "Act"), a petition has been filed with the City Clerk of the City of Ottumwa and presented to this Council (the "Petition"), which petitions this Council to renew the Downtown Ottumwa Self-Supporting Municipal Improvement District (the "Proposed District"), and to continue the Operation Fund for the Proposed District and continue to levy an annual tax therefor, all in accordance with and pursuant to the Act; and

WHEREAS, the Petition contains the signatures of at least twenty-five per cent (25%) of all owners of the property within the Proposed District; and

WHEREAS, the Petition contains the signatures of owners representing ownership of property with an assessed value equal to twenty-five per cent (25%) or more of the assessed value of all the property within the Proposed District; and

WHEREAS, the property to be included in the Proposed District pursuant to the Petition is contiguous, wholly within the boundaries of the City, and is in districts zoned for commercial uses; and

WHEREAS, the Plan and Zoning Commission for the City of Ottumwa has provided its recommendation to renew the Downtown Self-Supporting Municipal Improvement District; and

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

Section 1. That this Council meet in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M. on January 4, 2024, for the purpose of taking action on Ordinance No. 3221-2024 renewing the Downtown Ottumwa Self-Supporting Municipal Improvement District.

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

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER
OF THE PROPOSAL TO RENEW THE DOWNTOWN
OTTUMWA SELF-SUPPORTING MUNICIPAL
IMPROVEMENT DISTRICT, 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 January 2, 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 Ordinance No. 3221-2024 on the proposal to renew the Downtown Ottumwa Self-Support Municipal Improvement District..

A timely petition has been filed pursuant to the provisions of Chapter 386 of the Code of Iowa which petitions the Council to renew the Downtown Ottumwa Self-Supporting Municipal Improvement District, and to continue the Operation Fund for the Proposed District and continue to levy an annual tax therefor, all in accordance with and pursuant to the Act.

A copy of the Ordinance is on file for public inspection during regular business hours in the office of the City Planning Department, at the Temporary City Hall, 210 W Main, City of Ottumwa, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the ordinance. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the ordinance..

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.6, Code of Iowa.

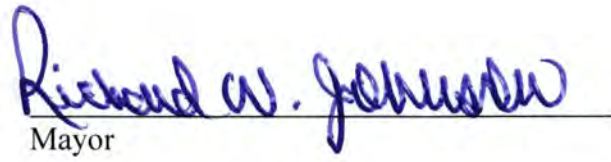
Dated this 19 day of December, 2023.



City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 19th day of December, 2023.



Mayor



ATTEST:



City Clerk

received
12-13-23 4:30p

Item No. F.-1.

RECEIVED

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Airport
Department

Jay Wheaton
Prepared By
Jay Wheaton
Department Head



City Administrator Approval

AGENDA TITLE: Resolution # 202-2023 Authorizing the Mayor to sign a lease agreement with the American Bottling Company Inc.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution # 202-2023.

DISCUSSION: This Lease term with the American Bottling Company Inc. will be for five years 2024-2029 With the option to extend for two more five year terms. This parcel of land is used for truck parking while waiting to be loaded. This property will be leased for \$3,499.00 per year which is a 5% increase of the current lease which is the maximum increase per Lease Agreement. This was approved by the Airport Advisory Board at the November 28th 2023 meeting

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

December 19, 2023

5:30 p.m.

- Public hearing on the proposal to lease certain real property at the Ottumwa Regional Airport to The American Bottling Company, Inc.
- Resolution approving and authorizing the lease of certain real property at the Ottumwa Regional Airport to The American Bottling Company, Inc.

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.

December 19, 2023

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 E. Third St., 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:

Doug McAntire, Marc Roe, Cara Galloway, Bill Hoffman Jr.

Absent: None

Vacant: Pope

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to lease certain real property at the Ottumwa Regional Airport to The American Bottling Company, Inc., 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 Roe then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY AT THE OTTUMWA REGIONAL AIRPORT TO THE AMERICAN BOTTLING COMPANY, INC.", 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 _____, 2023, at this place.

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

AYES: McAntire, Roe, Galloway, Hoffman

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 202-2023

RESOLUTION APPROVING AND AUTHORIZING THE
LEASE OF CERTAIN REAL PROPERTY AT THE OTTUMWA
REGIONAL AIRPORT TO THE AMERICAN BOTTLING
COMPANY, INC.

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal from The American Bottling Company, Inc., (the "Tenant"), to lease 1.525 acres at the Ottumwa Regional Airport for the purpose of operating a truck staging lot; and

WHEREAS, the lease term shall be five years, with the option to extend for two additional five year terms; and

WHEREAS, the real property proposed to be leased to the Tenant under the Agreement is legally described as follows:

a parcel of land 110 feet by 604 feet totaling 1.525 acres of land bounded by on three sides by the NW ROW of 5th St., SE ROW of 6th St., and SW ROW of 1st Ave. located at the OTTUMWA REGIONAL AIRPORT

(the "Property"); and

WHEREAS, notice was published informing the public of a public hearing on this proposed lease agreement, however, in the notice, the tenant was referred to as Dr Pepper Snapple Group rather than The American Bottling Company, Inc.; and

WHEREAS, Dr Pepper Snapple Group no longer exists and the Tenant is now called The American Bottling Company, Inc.; and

WHEREAS, this was a scrivener's error in the notice and all other terms of the proposed lease agreement remain the same; and

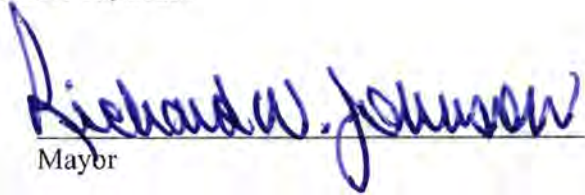
WHEREAS, pursuant to notice published as required by law, at this meeting, the City Council has held a hearing on the proposal to lease certain real property at the Ottumwa Regional Airport to The American Bottling Company, Inc., and the extent of objections received from residents or property owners 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 Property described herein shall be leased to The American Bottling Company, Inc., for \$3,499.00 per year and other good and valuable consideration, pursuant to the terms and conditions of the Lease Agreement.

Section 2. That the form and content of the Lease 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 Lease 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 Lease 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 Lease Agreement as executed.

PASSED AND APPROVED this December 19, 2023.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

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

WITNESS my hand and the seal of the Council hereto affixed this 19 day of December, 2023.



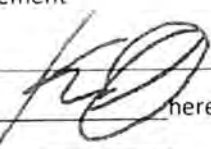
City Clerk, City of Ottumwa, State of Iowa

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Public Notice
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 12-5-23
Subscribed and sworn to before me, and in my presence, by the said 5 day of December, 2023



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 33.75

CC 'ISEMENT

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 DR PEPPER SNAPPLE GROUP PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on December 19, 2023, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to lease interests in real property to Dr Pepper Snapple Group, 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 legally described as follows: a parcel of land 110 feet by 604 feet totaling 1.525 acres of land bounded by on three sides by the NW ROW of 5th St., SE ROW of 6th St., and SW ROW of 1st Ave. 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 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 5th day of December 2023. 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 December, 2023 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and The American Bottling Company, Inc., hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Ottumwa Regional Airport ("Airport"), is owned by the LESSOR, and subject to the management and control of the LESSOR; and

WHEREAS, LESSEE has agreed to rent a parcel of land 110 feet by 604 feet totalling 1.525 acres of land bounded by on three sides by the NW ROW of 5th St., SE ROW of 6th St., and SW ROW of 1st Ave. located at the OTTUMWA REGIONAL AIRPORT.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable consideration, LESSOR does hereby demise and let 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: a parcel of land 110 feet by 604 feet totaling 1.525 acres of land bounded by on three sides by the NW ROW of 5th St., SE ROW of 6th St., and SW ROW of 1st Ave. located at the OTTUMWA REGIONAL AIRPORT.
- B. That LESSEE will use the demised premises as a truck staging lot and shall be used by the LESSEE in the operation of the purpose herinbefore 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. 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 five (5) years, commencing on the 1st day of January, 2024 and ending on December 31, 2028.

B. LESSEE is granted the option to renew this lease at the end of the initial term for two (2) additional five (5) year terms on the same terms and conditions set forth herein. These renewals will be effective upon notice by LESSEE to LESSOR not later than ninety (90) days prior to the end of the current term.

ARTICLE III - RENTAL AND FEES

A. LESSEE agrees to pay LESSOR for said premises as described in Article I, the following rentals, fees and charges, together with interest at the rate of 12% per annum on all delinquent installments. Rental fee shall be rounded to the next highest dollar increment.

B. The annual rental shall be \$3,499.00.

C. At the end of each 5-year period of this Lease Agreement, rent will be adjusted by the same percentage as the revised Consumer Price Index for the United States on all items now prepared and published by the Bureau of Labor Statistics of the United States Department of Labor (subject to modification, amplification, and changes in the method of computing the same by authority of the United States Government from time to time) shall show an increase between the day and date sixty (60) days prior to commencement of the current term and the day and date sixty (60) days prior the term applicable commences. However, in no event shall the rent payable be less than the amount provided for during the current term. Said increase shall not be more than five (5%) percent. Rental fee shall be rounded to the next highest dollar increment.

D. LESSEE further agrees that if at any time real estate property taxes are assessed against the premises that LESSEE shall, in addition to any other obligations due by way of this agreement, pay said property taxes in a timely manner before they become delinquent. Failure to do so will constitute a default hereunder. If said property tax is considered excessive by LESSEE, the LESSEE, at their option, may terminate the lease.

ARTICLE IV – TERMINATION OF LEASE

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. 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 ninety (90) days after the giving of such notice, unless such default, or defaults, are remedied within the ninety (90) 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. Acceptance of keys, advertising and 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. That LESSEE shall furnish, at its own cost and expense, all utilities necessary and convenient for LESSEE's use of the premises. It shall be the duty of the LESSEE to maintain and keep in good state of repair all utility services to the extent that the same are not kept and maintained by the particular utility company extending such service.

C. LESSOR may, at all reasonable times, enter to view the condition of the premises and adjoining property. Notice to LESSEE is required the day prior to the inspection.

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 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 federal, state, and local environmental laws, regulations, rules, and ordinances ("Environmental Laws"), including but not limited to those laws related to the generation, manufacture, production, storage, transportation, release, discharge, and disposal of any materials, substances, or wastes now or hereafter classified as hazardous or toxic, or which is regulated under current or future Environmental Laws ("Hazardous Materials"). LESSEE shall not release, or permit the release of, any Hazardous Materials anywhere on the premises. LESSEE shall not generate, produce, use, treat, or store any Hazardous Material without prior 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 (including cleanup expenses), fines, penalties, or liabilities, including reasonable attorney's fees, expert witness fees, and costs of defense arising out of or related to the LESSEE's failure to comply with any Environmental Law, or the generation, manufacture, production, storage, transportation, release, discharge, or disposal of any Hazardous Material. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1).

(3) This indemnification shall survive the termination or expiration of this 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 causalities, that is fire and those items usually covered by extended coverage. LESSEE will procure and deliver to the LESSOR a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto, as their interests may appear, except that the LESSEE's share of such insurance proceeds are hereby assigned and made payable to the LESSOR to secure rent or other obligations then due and owing LESSOR by LESSEE.

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 Ottumwa Regional 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 Regional 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 in a responsible company or companies authorized to do business in the State of Iowa. LESSEE shall provide to LESSOR a Certificate of Insurance for liability coverage satisfactory to the LESSOR in amount of \$2,000,000 combined single limit, protecting the LESSOR 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. Certificates or copies of said policies 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 – PARTIAL DESTRUCTION OF PREMISES

A. In the event of a partial destruction or damage of the leased premises, which is a business interference; that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, LESSOR shall repair such damages within sixty (60) days of its occurrence unless prevented from doing so by act of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond LESSOR's reasonable control.

ARTICLE XI – TOTAL DESTRUCTION OF PREMISES

A. In the event of a total destruction or damage of the leased premises so that LESSEE is not able to conduct its business on premises or the then current legal use for which the premises is being used and which damages cannot be repaired within sixty (60) days, this lease may be terminated at the option of either the LESSOR or the LESSEE. Such termination in such event shall be effected by written notice of one party to the other within twenty (20) days after such destruction. LESSEE shall surrender possession within ten (10) days after such notice issues and each party shall be released from all further obligations hereunder, LESSEE paying rental pro rata only to the date of such destruction. In the event of such termination of this lease, LESSOR, at its option, may rebuild or not according to its own wishes and needs.

ARTICLE XII – 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 with which LESSEE may merge or

consolidate 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 XI - NOTICES

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

Ottumwa Regional Airport
14802 Terminal Street
Ottumwa, IA 52501 Telephone: 641-683-0619

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

The American Bottling Company, Inc.
Attn: Jim Murray
14955 6th St.
Ottumwa, IA 52501

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

ARTICLE XII - 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.

C. 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.

D. 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 XIII - 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.

ARTICLE XIV – FAA PROVISIONS

A. General Civil Rights Provisions

The LESSEE and any transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the LESSEE or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. Nondiscrimination

A. The LESSEE, for itself, its 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services

thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued.

C. Inclusion of Discrimination Provisions in LESSEE Agreements

LESSEE agrees to include the above Sections (Nondiscrimination) and (General Civil Rights) in any subsequent agreements, relating to its operations at the Airport, that it enters into and cause those businesses to similarly include the statements in further agreements.

D. 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).

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

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

LESSOR

December 19, 2023
Date

Richard W. Johnson
Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard
Christina Reinhard, City Clerk

LESSEE

Date

02277088-1\10981-1000

received
12-13-23 4:30p

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Airport
Department

Jay Wheaton
Prepared By
Jay Wheaton
Department Head



City Administrator Approval

AGENDA TITLE: Resolution # 203-2023 Authorizing the Mayor to sign a lease agreement with the American Bottling Company Inc.

Public hearing required if this box is checked

RECOMMENDATION: Pass and adopt Resolution # 203-2023.

DISCUSSION: This Lease term with the American Bottling Company Inc. will be for five years 2024-2029. With the option to extend for two more five year terms. This parcel of land is used for their water treatment facility This property will be leased for \$3,478.00 per year which is a 5% increase of the current lease which is the maximum increase per Lease Agreement. The American Bottling Company Inc. has expressed interest in expanding their water treatment plant also. If this does happen we will make a addendum to the Lease Agreement at that time. This was approved by the Airport Advisory Board at the November 28th 2023 meeting.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

December 19, 2023

5:30 p.m.

- Public hearing on the proposal to lease certain real property at the Ottumwa Regional Airport to The American Bottling Company, Inc.
- Resolution approving and authorizing the lease of certain real property at the Ottumwa Regional Airport to The American Bottling Company, Inc.

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.

December 19, 2023

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 E. Third St., 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:

Doug McAntire, Marc Roe, Cara Galloway, Bill Hoffman Jr.

Absent: None

Vacant: Pope

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to lease certain real property at the Ottumwa Regional Airport to The American Bottling Company, Inc., 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 Hoffman then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY AT THE OTTUMWA REGIONAL AIRPORT TO THE AMERICAN BOTTLING COMPANY, INC.", 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 _____, 2023, at this place.

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

AYES: McAntire, Roe, Galloway, Hoffman

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 203-2023

RESOLUTION APPROVING AND AUTHORIZING THE
LEASE OF CERTAIN REAL PROPERTY AT THE OTTUMWA
REGIONAL AIRPORT TO THE AMERICAN BOTTLING
COMPANY, INC.

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal from The American Bottling Company, Inc. (the "Tenant"), to lease 0.63 acres at the Ottumwa Regional Airport for the purpose of operating a water treatment facility; and

WHEREAS, the lease term shall be five years, with the option to extend for two additional five year terms; and

WHEREAS, the real property proposed to be leased to the Tenant under the Agreement is legally described as follows:

Lot 2 of Ottumwa Airport Subdivison No. 6 to the City of Ottumwa, Wapello
County, Iowa.

(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 lease certain real property at the Ottumwa Regional Airport to The American Bottling Company, Inc., 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.

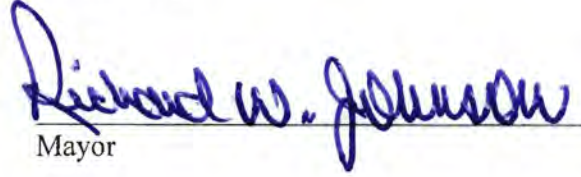
NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA:

Section 1. That the Property described herein shall be leased to The American Bottling Company, Inc., for \$3,478.00 per year and other good and valuable consideration, pursuant to the terms and conditions of the Lease Agreement.

Section 2. That the form and content of the Lease 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 Lease 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 Lease 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 Lease Agreement as executed.

PASSED AND APPROVED this December 19, 2023.



Mayor



ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 19 day of December, 2023.

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

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

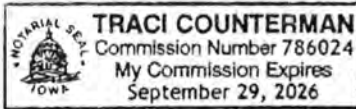
I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Public Notice
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 12-5-23
Subscribed and sworn to before me, and in my presence, by the said 5 day of December, 2023



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 30.27

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 THE AMERICAN BOTTLING COMPANY PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on December 19, 2023, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to lease interests in real property to The American Bottling Company, 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 legally described as follows: Lot 2 of Ottumwa Airport Subdivision No. 6 to the City of Ottumwa, Wapello County, Iowa. 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 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 5th day of December 2023. Christina Reinhard City Clerk, City of Ottumwa in the State of Iowa

DVERTISEMENT

**OTTUMWA REGIONAL AIRPORT
LEASE AGREEMENT**

This Lease Agreement made and entered into this ____ day of December, 2023 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and The American Bottling Company, Inc., hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Ottumwa Regional Airport ("Airport"), is owned by the LESSOR, and subject to the management and control of the LESSOR; and

WHEREAS, LESSEE has agreed to rent a parcel of land 120 feet by 230 feet totalling approximately 27,600 square feet of land bounded by the NW ROW of 5th Street and the SE ROW of 1st Avenue located at the OTTUMWA REGIONAL AIRPORT and consisting of approximately 0.63 acres. The legal description of said parcel is Lot 2 of Ottumwa Airport Subdivison No. 6, Wapello County, Iowa.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable consideration, LESSOR does hereby demise and let 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: a parcel of land 120 feet by 230 feet totalling approximately 27,600 square feet of land bounded by the NW ROW of 5th Street and the SE ROW of 1st Avenue located at the OTTUMWA REGIONAL AIRPORT and consisting of approximately 0.63 acres, and being further legally described as:

Lot 2 of Ottumwa Airport Subdivison No. 6 to the City of Ottumwa, Wapello County, Iowa.

B. That LESSEE will use the demised premises as a water treatment facility to treat waste water from the adjacent plant to reduce the biochemical oxygen demand prior to release to the City of Ottumwa waste water treatment system ("Pretreatment Facility") 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. 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 five (5) years, commencing on the 1st day of January, 2024 and ending on December 31, 2028.

B. LESSEE is granted the option to renew this lease at the end of the initial term for two (2) additional five (5) year terms on the same terms and conditions set forth herein. These renewals will be effective upon notice by LESSEE to LESSOR not later than ninety (90) days prior to the end of the current term.

ARTICLE III - RENTAL AND FEES

A. LESSEE agrees to pay LESSOR for said premises as described in Article I, the following rentals, fees and charges, together with interest at the rate of 12% per annum on all delinquent installments. Rental fee shall be rounded to the next highest dollar increment.

B. The annual rental shall be \$3,478.00 due and payable on the first day of June of each year of the rental agreement.

C. At the end of each 5-year period of this Lease Agreement, rent will be adjusted by the same percentage as the revised Consumer Price Index for the United States on all items now prepared and published by the Bureau of Labor Statistics of the United States Department of Labor (subject to modification, amplification, and changes in the method of computing the same by authority of the United States Government from time to time) shall show an increase between the day and date sixty (60) days prior to commencement of the current term and the day and date sixty (60) days prior the term applicable commences. However, in no event shall the rent payable be less than the amount provided for during the current term. Said increase shall not be more than five (5%) percent. Rental fee shall be rounded to the next highest dollar increment.

D. LESSEE further agrees that if at any time real estate property taxes are assessed against the premises that LESSEE shall, in addition to any other obligations due by way of this agreement, pay said property taxes in a timely manner before they become delinquent. Failure to do so will constitute a default hereunder. If said property tax is considered excessive by LESSEE, the

LESSEE, at their option, may terminate the lease.

E. SERVICE CHARGES. LESSEE agrees to pay a service charge on any and all buildings it has now or hereafter installed or constructed on said property.

The parties are each aware of the following facts: That said real estate is not within the City of Ottumwa, Iowa, and is not now subject to taxation by the City of Ottumwa, Iowa; that LESSOR provides police, fire, street lighting and street maintenance, street cleaning and snow removal, with reference to said real estate; all of which will hereafter be referred to as "SERVICES"; that LESSEE upon becoming a tenant shall require such SERVICES and be entitled thereto with reference to said real estate and any improvements placed thereon; that LESSEE or its successor in interest, grantees and lessees, should pay reasonable sums for said SERVICES; which sums will hereinafter be referred to as "SERVICE CHARGES"; that if CITY shall, at any time after the date of this lease, tax said REAL ESTATE, said taxes should be and will be in lieu of said SERVICE CHARGES, and that said taxes must be paid by LESSEE, its successors in interest, grantees or lessees; that it is necessary now to arrange for the providing of said SERVICES and the payment therefore either by annual SERVICE CHARGE or taxes, as the case may be from time to time.

Until such time as CITY shall, in fact, levy taxes on said premises, CITY, through LESSOR or otherwise, shall provide to LESSEE, its successors in interest, grantees or lessees, all of said SERVICES, and LESSEE shall pay for the same as hereinafter provided.

Beginning on the date of possession, LESSEE shall pay annual SERVICE CHARGES to the order of the LESSOR computed as follows: For each year, the assessed value of the land and improvements situated thereon as adjusted by the director of revenue shall be determined; an amount equal to the difference in the tax rate of the City of Ottumwa, Iowa, and the tax rate in that portion of Richland Township where the property is situated shall be applied to the assessed value and the result so obtained shall be the SERVICE CHARGE for said year. SERVICE CHARGES shall be prorated for the first year and shall be due and payable each year in two equal installments on the 1st day of April and the 1st day of October.

LESSEE reserves the right to contest said valuation as by law provided.

Failure to pay the SERVICE CHARGES as set forth in Article III within 90 days of their due date shall be cause for default and termination of said lease pursuant to Article IV hereinafter.

ARTICLE IV – TERMINATION OF LEASE

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. 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 ninety (90) days after the giving of such notice, unless such default, or

defaults, are remedied within the ninety (90) 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. Acceptance of keys, advertising and 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. That LESSEE shall furnish, at its own cost and expense, all utilities necessary and convenient for LESSEE's use of the premises. It shall be the duty of the LESSEE to maintain and keep in good state of repair all utility services to the extent that the same are not kept and maintained by the particular utility company extending such service.

C. LESSOR may, at all reasonable times, enter to view the condition of the premises and adjoining property. Notice to LESSEE is required the day prior to the inspection.

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 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 federal, state, and local environmental laws, regulations, rules, and ordinances ("Environmental Laws"), including but not limited to those laws related to the generation, manufacture, production, storage, transportation, release, discharge, and disposal of any materials, substances, or wastes now or hereafter classified as hazardous or toxic, or which is regulated under current or future Environmental Laws ("Hazardous Materials"). LESSEE shall not release, or permit the release of, any Hazardous Materials anywhere on the premises. LESSEE shall not generate, produce, use, treat, or store any Hazardous Material without prior 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 (including cleanup expenses), fines, penalties, or liabilities, including reasonable attorney's fees, expert witness fees, and costs of defense arising out of or related to the LESSEE's failure to comply with any Environmental Law, or the generation, manufacture, production, storage, transportation, release, discharge, or disposal of any Hazardous Material. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1).

(3) This indemnification shall survive the termination or expiration of this 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 certification from the respective insurance companies to that effect. Any and all proceeds from the insurance policies shall be payable to the parties hereto, as their respective interests may appear.

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. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible insurance 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 \$2,000,000 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.

C. The LESSEE has constructed a Pretreatment Facility on the LESSOR's site. LESSEE shall operate the Pretreatment Facility in compliance with all State, Federal, and Local laws,

rules, regulations, ordinances, orders, and agreements. Specifically, but not by way of exclusion, LESSEE shall obtain any and all licenses and permits required to construct, maintain, and operate the Pretreatment Facility and shall comply with any and all annual reporting requirements. LESSEE shall indemnify, defend, and hold harmless the LESSOR for any and all liabilities, costs, fees, expenses, violations, fines, penalties, and sanctions arising out of or related to the construction, maintenance, or operation of the Pretreatment Facility. LESSEE shall indemnify LESSOR for any contamination or damage to the premises or the Ottumwa Regional Airport as a result of the construction, maintenance, or operation of said Pretreatment Facility.

ARTICLE X - 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 with which LESSEE may merge or consolidate 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 XI - NOTICES

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

Ottumwa Regional Airport
14802 Terminal Street
Ottumwa, IA 52501

Telephone: 641-683-0619

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

The American Bottling Company, Inc.
Attn: Jim Murray
14955 6th St.
Ottumwa, IA 52501

With a copy to:

Dr Pepper Snapple Group, Inc.
Attn: EVP Supply Chain
5301 Legacy Drive
Plano, TX 75024

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

ARTICLE XII - 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.

C. 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.

D. 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 XIII - 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.

ARTICLE XIV – FAA PROVISIONS

A. General Civil Rights Provisions

The LESSEE and any transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the LESSEE or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. Nondiscrimination

A. The LESSEE, for itself, its 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued.

C. Inclusion of Discrimination Provisions in LESSEE Agreements

LESSEE agrees to include the above Sections (Nondiscrimination) and (General Civil Rights) in any subsequent agreements, relating to its operations at the Airport, that it enters into and cause those businesses to similarly include the statements in further agreements.

D. 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).

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

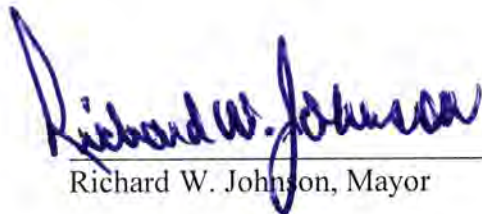
K. Just Services

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.

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

LESSOR

December 19, 2023
Date


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

LESSEE

Date

02276702-1\10981-1000

received
12-14-23 8AM

Item No. F.-3.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: 12/19/2023

Philip Rath
Prepared By

Admin
Department

Philip Rath
Department Head

Philip Rath



City Administrator Approval

AGENDA TITLE: Resolution 204-2023 - A Resolution Approving Support and Financial Commitment for the Main Street Ottumwa Program for 2024-27

This Item Requires a Public Hearing RECOMMENDATION:

- A. Open the public hearing.
- B. Close the public hearing
- C. Resolution 204-2023 - A Resolution Approving Support and Financial Commitment for the Main Street Ottumwa Program for 2024-27

Pass and adopt Resolution 204-2023

DISCUSSION:

In 2006 the City was selected to participate in the Main Street Iowa program and entered into a program agreement with the Iowa Economic Development Authority (IEDA). Continuation in this program requires an agreement stating the ongoing public and financial support from the City. A copy of the Continuation Agreement for the calendar years 2024 through 2027 is attached to this resolution for reference.

At the previous meeting Main Street Ottumwa Director, Fred Zesiger presented about the program and the positive impact it has had on the community over this time period. City funding for this program has been coming from the Westgate Urban Renewal Area.

Source of Funds: Westgate URA

Budgeted Item: Yes

Budget Amendment Needed: N/A

*** NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. ***

RESOLUTION NO. 204-2023

**A RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR THE
MAIN STREET OTTUMWA PROGRAM**

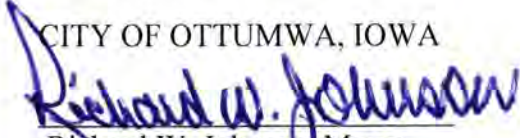
WHEREAS, an Agreement between the Iowa Economic Development Authority (IEDA), Main Street Ottumwa (MSO) and the City of Ottumwa for the purpose of continuing the Main Street Iowa Program in Ottumwa, Iowa; and

WHEREAS, this Agreement is pursuant to contractual agreements between the Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Ottumwa, Iowa; and

WHEREAS, the City Council of Ottumwa, Iowa, endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, meeting in regular session on December 19, 2023 that the City of Ottumwa, Iowa hereby agrees to support both financially and philosophically the work of Main Street Ottumwa, designates the Main Street Board to supervise the Executive Director and commits to appoint a city official to represent the City on the local Main Street Board.

APPROVED, PASSED AND ADOPTED, this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson Mayor

ATTEST:



Christina Reinhard, City Clerk

MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT

THIS MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT ("Agreement") is entered into and executed by the Iowa Economic Development Authority (the "IEDA"), the City of Ottumwa (the "City"), and Main Street Ottumwa (the "Local Main Street Program") (Individually "Party" and Jointly, the "Parties").

WHEREAS, the IEDA administers the Main Street Iowa Program (the "MSI Program"); and

WHEREAS, the City was selected to participate in the MSI Program in 2006 and entered into a Program Agreement with the IEDA pursuant to which the City and the Local Main Street Program established a partnership with IEDA; and

WHEREAS, the City and the Local Main Street Program desire to continue to participate in the MSI Program; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION I. The Local Main Street Program agrees to:

1. Main Street Revitalization Focus:

- a. Maintain the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the program's annual plan of action, goals and objectives, vision, and mission statement.
- b. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Paid Executive Director:

- a. Employ a paid executive director for the Local Main Street Program. The executive director will be responsible for the day-to-day administration of the Local Main Street Program in the City. The Local Main Street Program and the City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the executive director position. The Local Main Street Program will comply with the following hiring expectations based on population and organization structure:
 - i. Communities with a population of over 5,000 and that have an organization solely dedicated to the revitalization efforts of the designated Main Street district are required to employ an executive director full-time (or full-time equivalent), 40 hours per week, that is dedicated to the revitalization efforts of the designated local Main Street District.
 - ii. Communities with a population over 5,000 and that have an organization that is not solely dedicated to the revitalization of the designated Main Street District (e.g. organization combined with a local chamber, tourism, community/county economic development, City, etc.) are required to employ an executive director full-time (or full-time equivalent), 40 hours per week, that is dedicated to the revitalization efforts of the local Main Street District and the organization must have additional staff dedicated to the other focus area(s) outside of the designated Main Street District.
 - iii. Communities with a population under 5,000 and that have an organization solely dedicated to the revitalization efforts of the designated Main Street District are required to employ an executive director that works at least 25 hours per week, that is dedicated to the revitalization efforts of the designated local Main Street district.
 - iv. Communities with a population under 5,000 and that have an organization that is not solely dedicated to the revitalization of the designated Main Street District (e.g. organization combined with a local chamber, tourism, community/county economic development, City, etc.) are required to employ an executive director full-time, 40 hours per week, who dedicates at least 25 hours per

- week to the revitalization efforts of the local Main Street District and 15 hours per week dedicated to the other focus areas outside of the designated local Main Street District.
- b. In the event the executive director position is vacated during the time of this agreement, the Local Main Street Program shall provide a written timeline to fill the position to the IEDA and fill the position within 120 days following the day the position was vacated. Upon hiring, the Local Main Street Program shall inform IEDA of the newly hired executive director's start date and contact information.
 - c. Develop and maintain an accurate position description for the executive director, a copy of which shall be provided to IEDA. The position description must include the rate of compensation and describe the professional activities for which the executive director is responsible.
 - d. Maintain applicable worker's compensation insurance for the executive director and staff.
3. Designated Main Street District: Submit to IEDA a current map of the approved designated Main Street district contemporaneously with execution of this Agreement.
 4. Local Main Street Program Office: Maintain an office within the designated boundaries of the local Main Street district.
 5. Main Street Economic Impact Reporting:
 - a. Submit economic impact reports on or before the due dates established by IEDA documenting the progress of the Local Main Street Program's activities.
 - b. If the Local Main Street Program fails to submit an economic impact report by the established due date, Main Street Iowa services, including but not limited to, design services, business support services, eligibility for grant applications, Main Street Iowa Development Awards nominations, and targeted technical assistance visits may be suspended until the Local Main Street Program has submitted all required reports.
 6. National Main Street Accreditation:
 - a. Maintain National Main Street America Accreditation. This agreement will be terminated pursuant to Article 9 if the Local Main Street Program fails to meet the National Main Street Accreditation standards during two consecutive accreditation rounds.
 - b. Present results of Main Street America Accreditation process to local City partners (council and/or staff) each year following Main Street America announcement of national accreditation recognitions.
 - c. Maintain a "Main Street America Member Community" membership with Main Street America.
 - d. Use the words "Main Street" when referring to and marketing the Local Main Street Program, either as an official part of the organization's name or as a tagline such as "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program shall include the Main Street America and Main Street Iowa logos on all communication materials.
 7. Training Requirements:
 - a. Participate, as required by the IEDA, in training sessions as scheduled throughout the term of this agreement. To remain in compliance and to be eligible for Main Street America National Accreditation, the Local Main Street Program shall be represented at both days, in their entirety, of the three (3) annual training sessions that have been designated as mandatory on the MSI Program calendar. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
 - b. Any newly hired executive director will be required to participate in Main Street orientation as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
 8. Demonstrated Support:
 - a. Obtain from the City's governing body a resolution of support of the Local Main Street Program and submit the approved resolution to IEDA with this agreement. This resolution must demonstrate a commitment to provide city funding to support the ongoing operation of the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board of directors, and communicate that the City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.

- b. Obtain a Resolution of Support from the Local Main Street Program governing board and submit the approved resolution with this agreement. This resolution must demonstrate the local Main Street board of director's commitment to continuing local Main Street district revitalization following the Main Street Approach™ as developed by the Main Street America and espoused by the MSI Program.

9. Compliance:

- a. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
- b. Remain in compliance with the requirements of the MSI Program as outlined in this agreement and the administrative rules for the MSI Program at 261 Iowa Administrative Code Chapter 39. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement, the following procedures will apply:
 - i. IEDA shall issue an "Initial Warning" describing the Local Main Street Program's failure to comply with this agreement and provide guidance on how to comply. The Local Main Street Program will have 90 days to resolve its non-compliance. During this 90-day period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended. At the end of the 90-day period, the IEDA will evaluate whether the Local Main Street Program has resolved its non-compliance.
 - ii. If the Local Main Street Program is not in compliance at the end of the 90-day Initial Warning period, the IEDA may issue a Final Warning notifying the Local Main Street Program that, if the Local Main Street Program is not in compliance within 90 days after issuance of the Final Warning, Main Street Iowa may terminate this Agreement.
 - iii. The IEDA will send Notice of Termination via email to the local Main Street Executive Director, Main Street Board President, and City Mayor. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation of all Main Street Iowa services provided by IEDA.
 - iv. Within 30 days after issuance of the Notice of Termination, the Local Main Street Program shall cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity and remove all references to the Main Street program on websites, social media, marketing materials, and remove Main Street Iowa highway sign.
 - v. The City may reapply for Main Street Iowa designation in a future Main Street Iowa application round hosted by the IEDA.

SECTION II. The CITY agrees to:

1. Main Street Revitalization Support:

- a. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
- b. Support the revitalization of the Main Street district by utilizing tools and resources that support Main Street district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Financial Support: Invest financially into the operation of the Local Main Street Program.

3. National Main Street Accreditation: Support the Local Main Street Program in compliance with this Agreement and with the completion of the annual Main Street America Accreditation.

4. Demonstrated Support: Pass a resolution that demonstrates the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. In the resolution, the City must commit to provide funding for the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board, and commit to continuing to follow the Main Street Approach™ as developed by the Main Street America and espoused by the MSI Program.

SECTION III. The IEDA agrees to:

1. National Main Street Accreditation: Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Main Street Technical Assistance:
 - a. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to manage communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
 - b. Provide, as requested and as can be scheduled, on-site technical assistance to the Local Main Street Program and City by one or more downtown revitalization specialists. Technical assistance may include design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
 - c. Conduct an on-site partnership visit at least once every two years.
 - d. Provide continuing advice and information to the Local Main Street Program and City.
3. Main Street Training:
 - a. Coordinate at least three statewide training sessions annually for Local Main Street Programs and Cities. The nature of training to be provided at each session shall be based on the combined needs of all Iowa Main Street Communities.
 - b. Conduct at least three MSI Program orientations for all new executive directors and Local Main Street Program board members and volunteers. The orientation will introduce the participants to the MSI Program and to their immediate responsibilities.
 - c. Offer optional regional training sessions.
 - d. Statewide training sessions, orientations, and optional regional training sessions may be virtual, as determined by IEDA.
4. Main Street Network: Support and maintain the network of designated Main Street Iowa communities through communication, regular programming updates, networking opportunities, and peer-to-peer learning.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this Agreement shall be for a period of forty-eight (48) months beginning January 1, 2024 and ending December 31, 2027.
2. This Agreement may be amended by a written agreement to amend the Agreement signed by all three Parties, provided that the IEDA may unilaterally amend this Agreement to comply with legislative, administrative, and policy changes by the federal or state government.
3. Should any governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the MSI Program, the City and the Local Main Street Program shall not hold IEDA liable in any manner for the resulting changes.
4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors.
5. No Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, gender identity, marital status, or national origin.
6. Any Party may terminate this Agreement without cause after 30 days written notice to the other two parties.
7. This Agreement supersedes any previous agreements or negotiations, whether oral or written.
8. Nothing contained in this Agreement shall create any employer-employee relationship between or among any of the Parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY:

Richard W. Johnson
Mayor Signature

December 19, 2023
Date

Richard W. Johnson
Mayor Printed Name

Ottumwa, IA
City

BY:

Board President Signature

Date

Board President Printed Name

Main Street Ottumwa
Local Main Street Program

BY:

Deborah V. Durham, Director
Iowa Economic Development Authority

Date



NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on Tuesday, December 19, 2023 at 5:30 P.M. at the Bridge View Center, 102 Church St., Ottumwa, Iowa, on its intent to consider a four-year Financial Commitment Agreement for the Main Street Ottumwa Program. All persons interested in this item are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the approval of the four-year Financial Commitment Agreement. Statements can also be given to the City Clerk up to 4:30 P.M. on Tuesday, December 19, 2023.

FOR THE CITY OF OTTUMWA:
Christina Reinhard, City Clerk



CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson *ZS*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 209-2023, a resolution approving the sale of city property at 129 N McLean to JMH Enterprises LLC for the sum of \$500.00

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

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

RECOMMENDATION: Pass and adopt Resolution No. 209-2023

DISCUSSION: JMH Enterprises LLC submitted an application to purchase the city-owned property at 129 N McLean. The lot is too small to not be considered a buildable lot . A copy of the application is attached.

RESOLUTION No. 209 - 2023

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 129 N MCLEAN STREET TO JMH ENTERPRISE LLC FOR THE SUM OF \$500.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as MAJOR & DIBBLES ADD NE 1/2 LOT 11 EX SW 41.08' of Ottumwa, Wapello County, Iowa, also known as 129 N McLean Street and

WHEREAS, pursuant to Resolution No. 207 – 2023 approved, passed and adopted December 5, 2023 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property; and

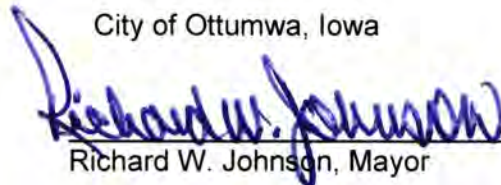
WHEREAS, JMH Enterprise LLC submitted an application to purchase the above property in the amount of \$500.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the purchase price from JMH Enterprise LLC in the amount of \$500.00 and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 19th day of December 2023.

City of Ottumwa, Iowa


Richard W. Johnson, Mayor

ATTEST:



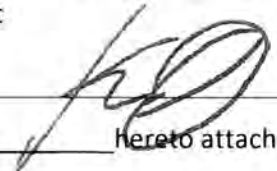
Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

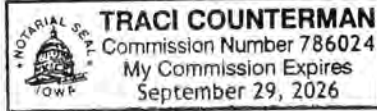
I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

129 McLean
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 12-9-23
Subscribed and sworn to before me, and in my presence, by the said 9 day of December, 2023



Notary Public

In and for Wapello County

Printer's fee \$ 14.39

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN: Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, December 19th, 2023 at 5:30 P.M. at the Bridge View Center in the City of Ottumwa, Iowa on its intent to dispose of real property legally described MAJOR & DIBBLES ADD NE 1/2 LOT 11 EX SW 41.08' City of Ottumwa, Wapello County, Iowa, also known as 129 N McLean Street to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Jake Rusch, Zoning and Housing Coordinator

Pet # 5099



CITY OF OTTUMWA

received 10-5-2023

Revised 6-30-2021

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

- Vacant Lot Are you a not for profit? Do you own property next to the lot? Building Has the City owned the property for more than 5 years? Are you a not for profit that builds housing? Are you an Ottumwa School District?

Address or legal description of the property 129 North McLean Street

Buyers Name, address and phone number JMH Enterprises, LLC 1104 E. Franklin Street, Bloomfield, IA 52537

Dollar amount of the offer \$500.00

If you are purchasing a building do you plan to renovate or demolish it? Non-Buildable Lot

If you are purchasing a vacant lot, what is the intended use of the lot? Parking

If the City ownership of the lot is less than 5 years, the minimum offer is \$500. If you own the property next to the vacant lot and the City ownership is less than 5 years, the minimum offer \$250. If the City ownership of the lot is more than 5 years, the minimum offer is \$250. If you own the property next to the vacant lot and the City ownership is more than 5 years, the minimum offer is \$125.

If you are a not for profit organization, such as Habitat for Humanity, or other organization that builds housing, the price for a vacant lot is \$125 regardless of the length of time the City has owned the property. If you are a nonprofit seeking to operate a community garden, the price is \$1.00. You must demonstrate that your organization is sustainable and able to continuously operate community gardens. If you are an Ottumwa School District with a construction trades program and intend to build housing the price is \$1.00.

Some lots are not available for green space. Verify if the requested lot requires a plan for developing new construction.



[CITY OF]
OTTUMWA

Petition No.: 5099-2023

Petitioner Information:

Name: JMH Enterprises, LLC

Address: 1104 E. Franklin St., Bloomfield, IA 52537

Phone Number: _____ Petition contains the required number of signatures

Summary of Petition:

Purchase city owned vacant lot at 129 North McLean Street for \$500. Property is too small to be a buildable lot; owns 121 North McLean which is two lots over from this one. States intended use of lot is for parking.

1. Engineering Department Approve Deny AB

Comments:

Date 10-6-23 Dept. Initials Required

2. Plan/Zoning/Dev. Department Approve Deny ZS

Comments:

Date 10/6/23 Dept. Initials Required

OFF-STREET PARKING APPROVED VS IN (-). ALL PARKING ON PAVED SURFACE SUBJECT TO BUFFER, LANDSCAPE, SCREENING & ENGINEERING REQUIREMENTS.

3. Health Department Approve Deny ZS

Comments:

Date 10/6/23 Dept. Initials Required

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



CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 210-2023, a resolution approving the sale of city property at Lot 214 on Morris Street to Roland Davis for the sum of \$250.00



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



The Print of Publication for each Public Meeting must be attached to the Staff Summary. If the Print of Publication is not attached, the sign will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution No. 210-2023

DISCUSSION: Roland Davis submitted an application to purchase the city-owned property at lot 214 on Morris Street. The lot is too small to not be considered a buildable lot . A copy of the application is attached.

RESOLUTION No. 210 - 2023

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT LOT 214 ON MORRIS STREET TO ROLAND DAVIS FOR THE SUM OF \$250.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as JEFFERSON PARK ADD LOT 214 City of Ottumwa, Wapello County, Iowa, also known as Lot 214 on Morris Street and

WHEREAS, pursuant to Resolution No. 208 – 2023 approved, passed and adopted December 5, 2023 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property; and

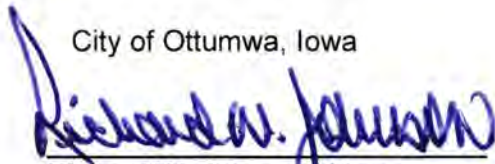
WHEREAS, Roland Davis submitted an application to purchase the above property in the amount of \$250.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the purchase price from Roland Davis in the amount of \$250.00 and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 19th day of December 2023.

City of Ottumwa, Iowa



Richard W. Johnson Mayor

ATTEST:



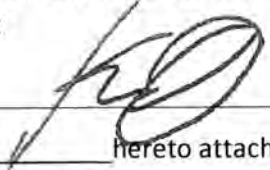
Christina Reinhard, City Clerk

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

214 Lot on Morris
City of Ottumwa

 hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 12-9-23
Subscribed and sworn to before me, and in my presence, by the said 9 day of December, 2023





Notary Public

In and for Wapello County

Printer's fee \$ 14.39

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN: Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, December 19th, 2023 at 5:30 P.M. at the Bridge View Center in the City of Ottumwa, Iowa on its intent to dispose of real property legally described JEFFERSON PARK ADD LOT 214 City of Ottumwa, Wapello County, Iowa, also known as Lot 14 on Morris Street to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Jake Rusch, Zoning and Housing Coordinator



CITY OF
OTTUMWA

Petition No.: 5097-2023

Petitioner Information:

Name: Ronland & Linda Davis

Address: 34 Cambridge Ct., Ottumwa, IA 52501

Phone Number: (641) 000-0000 Petition contains the required number of signatures

Summary of Petition:

Purchase city owned vacant lot #214 on Morris St. located next to 719 Morris St. Offering \$250 for lot (if City owned more than 5 yrs). City has owned lot from 11/6/2018 [REDACTED] [REDACTED]. Paid \$50 deposit 7/28/23 #95128.

1. Engineering Department Approve Deny

Comments:

Date Dept. Initials
Required

2. Plan/Zoning/Dev. Department Approve Deny

Comments:

LESS THAN 50 FEET, NOT CORNER LOT SUITABLE FOR HOMES FOR IOWA

[Signature]
Date 10/6/23 Dept. Initials
Required

3. Health Department Approve Deny

Comments:

[Signature]
Date 10/6/23 Dept. Initials
Required

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



CITY OF
OTTUMWA

Petition No.: 5097-2023

Petitioner Information:

Name: Ronland & Linda Davis

Address: 34 Cambridge Ct., Ottumwa, IA 52501

Phone Number: (641) 000-0000

Petition contains the required number of signatures

Summary of Petition:

Purchase city owned vacant lot #214 on Morris St. located next to 719 Morris St. Offering \$250 for lot (if City owned more than 5 yrs). City has owned lot from 11/6/2018 [REDACTED] Paid \$50 deposit 7/28/23 #95128.

1. Engineering Department

Approve

Deny

08-08-2023

AB

Comments:

Date

Dept. Initials
Required

2. Plan/Zoning/Dev. Department Approve

Deny

Comments:

Date

Dept. Initials
Required

3. Health Department Approve

Deny

Comments:

Date

Dept. Initials
Required

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

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

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

Petition 5097-2023



[CITY OF]
OTTUMWA

Revised 6-30-2021

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

- Vacant Lot Are you a not for profit? no
Do you own property next to the lot? yes
- Building Has the City owned the property for more than 5 years? no 11/6/2018
Are you a not for profit that builds housing? no
Are you an Ottumwa School District? yes

Address or legal description of the property Lot 214 on
Morris Street - next to 719 Morris

Buyers Name, address and phone number Holland ^{Linda} Davis
34 Cambridge Ct. Ottumwa, IA

* Dollar amount of the offer \$250.

If you are purchasing a building do you plan to renovate or demolish it? NA

If you are purchasing a vacant lot, what is the intended use of the lot? Extend yard

* If the City ownership of the lot is less than 5 years, the minimum offer is \$500. If you own the property next to the vacant lot and the City ownership is less than 5 years, the minimum offer \$250.

If the City ownership of the lot is more than 5 years, the minimum offer is \$250. If you own the property next to the vacant lot and the City ownership is more than 5 years, the minimum offer is \$125.

If you are a not for profit organization, such as Habitat for Humanity, or other organization that builds housing, the price for a vacant lot is \$125 regardless of the length of time the City has owned the property. If you are a nonprofit seeking to operate a community garden, the price is \$1.00. You must demonstrate that your organization is sustainable and able to continuously operate community gardens. If you are an Ottumwa School District with a construction trades program and intend to build housing the price is \$1.00.

Some lots are not available for green space. Verify if the requested lot requires a plan for developing new construction.

* 95128
\$50
Deposit

Receiver
12-13-23 12pm

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Christina Reinhard *CJR*

Prepared By

Jessica Kinser

Department Head

Finance

Department

[Signature]

City Administrator Approval

AGENDA TITLE: Ordinance No. 3220-2023, amending the Municipal Code of the City of Ottumwa, Iowa, by Repealing and Replacing Chapter 1, Article IV, Iowa Income Offset Program, for the Purpose of Complying with the Revised State Program.

Public hearing required if this box is checked.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3220-2023.
Waive the second and third considerations of Ordinance No. 3220-2023.
Pass and adopt Ordinance No. 3220-2023.

DISCUSSION: Section 8A.504 of the Code of Iowa provides for the offsets of payments made by State of Iowa agencies to satisfy liabilities owed to Iowa government agencies. The City of Ottumwa began the Income Offset Program in August 2015. The Iowa Department of Revenue has taken over the offset program from Department of Administrative Services effective November 13, 2023. With the change of administration, comes a change of name to the program. It is now called the State Setoff Program. The City of Ottumwa submitted their application to the state to be considered for the program and assigned login information. Once this is received, the City will need to enter all of their current liabilities from the previous system (approx. 780 entries) into

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

the new format.

ORDINANCE NO. 3220-2023

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA, BY REPEALING AND REPLACING CHAPTER 1, ARTICLE IV, IOWA INCOME OFFSET PROGRAM, FOR THE PURPOSE OF COMPLYING WITH THE REVISED STATE PROGRAM

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

SECTION ONE. The Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa is hereby amended by repealing and replacing Chapter 1, Article IV as follows:

ARTICLE IV. – Income Offset Program

Sec. 1-79 – Participation.

The city may participate in the state offset program as established by state law to offset debts owed to the city against debts owed by the state to the debtor. Such participation shall be pursuant to a Memorandum of Understanding between the Iowa Department of Revenue, or other appropriate state agency administering the program, and the city.

Sec. 1-80 – Procedures.

Debts certified to the state offset program shall be legally collectible under Iowa law. If no specific procedure is provided by law to establish the debt as legally collectible, the following process shall be utilized:

- (a) A department director or his or her designee shall make a good faith effort to collect a debt. If such effort to collect is not successful, notice shall be provided to the debtor by regular mail that the debt will be placed in the offset program and that the debtor may appeal such placement by submitting a written appeal to the finance director within ten days of the date of notice.
- (b) If an appeal to the placement of the debt in the offset program is timely filed, the finance director or his or her designee shall notify the debtor of the date and time that it will conduct an informal hearing on such appeal. At such appeal hearing the debtor shall be provided with an opportunity to present its appeal either in-person or by electronic means. After the informal hearing, a determination on the appeal shall be delivered to the debtor by regular mail.

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

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

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

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

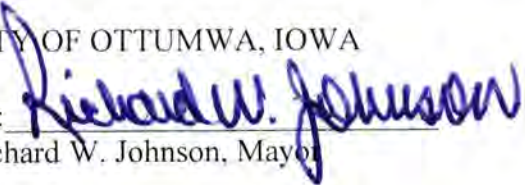
SECTION FIVE. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the 19 day of December, 2023.

PASSED on its second consideration the _____ day of Waived, 2023.

PASSED on its third consideration the _____ day of Waived, 2023.

APPROVED this 19 day of December, 2023.

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

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2023

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2023.

_____ Veto affirmed this _____ day of _____, 2023 by failure of vote taken to repass.

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



ATTEST:

Chris Reinhard

Chris Reinhard, City Clerk

received
12:14:23 11/20 AM

Item No. H.-1.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Presentation of Annual City Street Finance Report FY 2023

Public hearing required if this box is checked.

RECOMMENDATION: Receive information from report reviewing FY2023

DISCUSSION: The City Street Finance Report is required by Iowa DOT to be filed annually. It is a reflection of the financial activity related to streets, including the Road Use Fund, capital projects, and general maintenance. Cities who do not file this report will be ineligible for future funding from the Road Use Tax. The report is filed electronically with the State. As a requirement of the filing, a summary is to be presented to the City Council.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:



City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Ottumwa

Ames, IA 50010

12/14/2023 11:10:35 AM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$862,037			\$192,570		\$1,054,607
Benefits - Roads/Streets		\$461,997					\$461,997
Training & Dues		\$711					\$711
Vehicle & Office Equip Operation and Repair		\$631,543					\$631,543
Other Utilities		\$710					\$710
Engineering		\$18,696			\$116,781		\$135,477
Insurance		\$360					\$360
Legal		\$13,435					\$13,435
Payments to othe agencies		\$36					\$36
Rents & Leases		\$3,436					\$3,436
Street Maintenance Expense		\$866,665			\$7,928		\$874,593
Technology Expense		\$7,162					\$7,162
Other Professional Services		\$336,628					\$336,628
Other Contract Services		\$2,981			\$1,223,523		\$1,226,504
Minor Equipment Purchases		\$8,612					\$8,612
Office Supplies		\$1,928					\$1,928
Operating Supplies		\$236,998					\$236,998



City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Ottumwa

Ames, IA 50010

12/14/2023 11:10:35 AM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Other Supplies		\$875			\$565,952		\$566,827
Heavy Equipment		\$203,000					\$203,000
Other Capital Equipment		\$699					\$699
Principal Payment				\$806,200			\$806,200
Interest Payment				\$77,239			\$77,239
Bond Registration Fees				\$1,222			\$1,222
Transfer Out	\$21,000		\$3,415,976				\$3,436,976
Parking	\$20,366						\$20,366
Street Lighting		\$419,737					\$419,737
Traffic Control/Safety		\$580,795					\$580,795
Snow Removal		\$105,795					\$105,795
Highway Engineering	\$419,776						\$419,776
Depreciation & Building Utilities		\$35,162					\$35,162
Street Cleaning		\$253,028					\$253,028
Snow Removal Salaries		\$18,453					\$18,453
Snow Removal Benefits		\$9,902					\$9,902
Total	\$461,142	\$5,081,381	\$3,415,976	\$884,661	\$2,106,754		\$11,949,914



City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Ottumwa

Ames, IA 50010

12/14/2023 11:10:35 AM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$440,568		\$0	\$0			\$440,568
Other Taxes (Hotel, LOST)			\$3,436,976				\$3,436,976
Licenses & Permits	\$11,893						\$11,893
State Revenues - Road Use Taxes		\$3,513,078					\$3,513,078
Local Contributions		\$447,814			\$726,182		\$1,173,996
Charges/fees		\$300,844				\$0	\$300,844
Contributions	\$300						\$300
Fines	\$8,381						\$8,381
Sale of Assests		\$2,067					\$2,067
Transfer In		\$1,952,315		\$884,661	\$600,000		\$3,436,976
Total	\$461,142	\$6,216,118	\$3,436,976	\$884,661	\$1,326,182	\$0	\$12,325,079



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Ottumwa

12/14/2023 11:10:35 AM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
Series 2017 Debt Service	\$1,250,000	\$525,000	\$28,125	\$525,000	\$28,125	\$725,000
Series 2014A	\$750,000	\$370,000	\$15,565	\$281,200	\$11,829	\$380,000
Series 2021-CIP	\$6,535,000	\$0	\$65,350	\$0	\$37,285	\$6,535,000
Total	\$8,535,000	\$895,000	\$109,040	\$806,200	\$77,239	\$7,640,000



City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Ottumwa

Ames, IA 50010

12/14/2023 11:10:35 AM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Champion Motor Grader	1989	Purchased	\$67,009	No Change
Ford 1 Ton Dump Truck	1991	Purchased	\$14,264	No Change
Bobcat Skid Loader	1998	Purchased	\$20,000	No Change
International Dump Truck & Plow	2011	Purchased	\$99,449	No Change
Crafco Magnum Patching Mchine	2009	Purchased	\$53,350	No Change
CAT CB 214E Asphalt Roller	2005	Purchased	\$28,882	No Change
Ford F350 W/Box & Crane	2006	Purchased	\$39,477	No Change
Case Backhoe (Purchased in 2005 Used)	1999	Purchased	\$27,100	No Change
International Dump 4300 4 X 2	2007	Purchased	\$89,305	No Change
Hamm HDB Tandem Roller	2007	Purchased	\$36,850	No Change
John Deere Motor Grader	2001	Purchased	\$125,500	No Change
International HV507 SFA 4X	2021	Purchased	\$155,219	No Change
International HV507 SFA 4X	2021	Purchased	\$155,219	No Change
JD Wheel Loader	2020	Purchased	\$184,117	No Change
Dodge Ram 3500 1t	2020	Purchased	\$48,176	No Change
International Flusher & Trailer	2016	Purchased	\$132,860	No Change
International 7300 4x2	2007	Purchased	\$53,996	No Change
Fort Street Flusher CF-800	1993	Purchased	\$63,302	No Change
International 740	2018	Purchased	\$158,628	No Change
Asphalt Repaver	2015	Purchased	\$70,060	No Change
Dodge Ram 5500 V	2020	Purchased	\$69,796	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Ottumwa

12/14/2023 11:10:35 AM

Description	Model Year	Usage Type	Cost	Purchased Status
International Work Station	2015	Purchased	\$133,166	No Change
International 2.5 Ton Truck w/Box	2014	Purchased	\$135,673	No Change
Flacon 4T Hot Patcher	2013	Purchased	\$38,595	No Change
International 7300 4x2	2011	Purchased	\$117,758	No Change
International 7300 4x2	2008	Purchased	\$70,768	No Change
International 7300 Dump w/Plow	2008	Purchased	\$89,619	No Change
Chevy Silverado 1 Ton	2004	Purchased	\$25,798	No Change
Chevy Silverado 1 Ton Dump	2004	Purchased	\$24,728	No Change
International 2 1/2 Ton Dump W/V Box	2000	Purchased	\$63,564	No Change
Bitelli Asphalt Paver	2002	Purchased	\$97,469	No Change
International 2.5 Ton Truck w/Box	2014	Purchased	\$135,673	No Change
Ford F150	2022	Purchased	\$30,899	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Ottumwa

12/14/2023 11:10:35 AM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
Full depth, full width reconstruction of Milner Street from Mary to Burrhus	\$2,492,052	\$2,396,206	Iowa Civil Contracting, Inc
Full depth, full width PCC reconstruction	\$821,336	\$835,396	Drish Construction
Full depth, full width PCC reconstruction	\$474,088	\$439,405	Drish Construction
Replacement of bridge over drainage ditch	\$419,636	\$417,021	Iowa Bridge and Culvert



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Ottumwa

12/14/2023 11:10:35 AM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	\$5,842,567	\$6,920,221	\$590,739	\$2,434,898	\$0	\$15,788,425
SubTotal Expenses (-)	\$440,142	\$5,081,381		\$884,661	\$2,106,754		\$8,512,938
Transfers Out (-)	\$21,000		\$3,415,976				\$3,436,976
Subtotal Revenues (+)	\$461,142	\$4,263,803	\$3,436,976	\$0	\$726,182	\$0	\$8,888,103
Transfers In (+)		\$1,952,315		\$884,661	\$600,000		\$3,436,976
Ending Balance	\$0	\$6,977,304	\$6,941,221	\$590,739	\$1,654,326	\$0	\$16,163,590

Resolution Number:

Execution Date: Tuesday, December 19, 2023

Signature: Philip Rath

received
12-14-23 12:10p

Item No. H.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 19, 2023

John Lloyd WPCF Superintendent
Prepared By

Public Works - WPCF
Department

Phillip Burgmeier *PB*
Department Head

P. J. Kir

City Administrator Approval

AGENDA TITLE: Belt Filter Press Repairs

 ****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 quote to purchase 2 drive rollers, 2 sets of bearings, top and bottom press belts, one press roller, pillow block bearings and installation which includes 2 technicians for 3 days in the amount of \$52,773.30.

DISCUSSION: This is to repair the belt filter press. The belt filter press takes a thin waste sludge, about 2-3% solids, and separates it into a cake (about the consistency of Play Dough) and a clear wastewater. By using the belt filter press we change the amount of solids in the end product. If it is left in the thin waste sludge form the amount of solid is about 2-3%. After pressing the sludge solids rise to 13-18% solids. We are reducing the amount of water in the sludge, and water is weight and weight is money. We press to save money.

The sludge press is over 20 years old and has had minimal maintenance done to it. A portion of this quote is to have manufacturer technicians come in and show us how to replace these items in the future. FYI there are 17 rollers 34 pillow block bearings and the two press belts. As far as our record show, we have only changed the press belts.

WPCF budgeted \$735,000 in 610-8-815-6399. With the expense of \$52,773.30 and prior expenses in the fund there would be \$574,947.70 left.

Source of Funds: Sewer Fund

Budgeted Item: *Yes*

Budget Amendment Needed: NO



55 Wester Ave.
Metuchen, N.J. 08840
Phone: (732) 494-5350
Fax: (732) 494-4596

Quote No: OTTUMWA #6

Name: CITY OF OTTUMWA - WATER POLLUTION CONTROL FACILITY
Address: 2222 SOUTH EMMA
City: OTTUMWA
Phone: 641-683-0641 OR 641-277-9930 (CELL)
Fax:
Attention: MIKE ASHLOCK

State: IA
Zip: 52501

Date: 12/1/2023
Customer P.O.
Ref. Job #: 302.22.43
Sales Order #

Item	Qty	Description	Part #	Unit Price	Total
1	1	9-3/8" DIA. PRIMARY RUBBER COATED DRIVE ROLL	TP2243S-D-330	6,828.00	\$ 6,828.00
2	1	9-3/8" DIA. SECONDARY RUBBER COATED DRIVE ROLL	TP2243S-D-331	6,068.00	\$ 6,068.00
3	1	75-MM THROUGH BEARING COMPLETE (BOTH ENDS OPEN)	TP0043SB-2952-2	1,422.50	\$ 1,422.50
4	3	75-MM STANDARD BEARING COMPLETE (1 OPEN & 1 CLOSE END)	TP0043SB-2952-1	788.00	\$ 2,364.00
5	2	ASSEMBLE & GREASE BEARINGS PER ROLL	LABOR	175.00	\$ 350.00
6	1	BOX / CRATE / PACKAGING	CRATING	400.00	\$ 400.00
7	1	TOP MILLING BELT (APPROX. 3-WEEKS FOR DELIVERY)	050-026-8746	3,254.00	\$ 3,254.00
8	1	BOTTOM FILTER BELT (APPROX. 3-WEEKS FOR DELIVERY)	050-016-8746	3,139.30	\$ 3,139.30
9	1	10-3/4" DIA. X 90-3/4" LONG ROLLER WITH 85-MM JOURNALS	TP2243SH-C-423	5,382.00	\$ 5,382.00
10	2	85-MM PILLOW BLOCK BEARING COMPLETE	TP0043SH-B-3346-1	1,295.25	\$ 2,590.50
11	1	GREASE & INSTALL BEARINGS	LABOR	175.00	\$ 175.00
12	1	BOX / CRATING / PACKAGING	CRATING	300.00	\$ 300.00
13	1	SERVICE FOR 3-DAYS WITH 2-TECHNICIANS TO INSTALL ABOVE ITEMS	SERVICE	17,000.00	\$ 17,000.00
		<u>ALL INCLUSIVE FOR THE FOLLOWING:</u>			
		3-SERVICE DAYS WITH 2-TECHNICIANS			
		TRAVEL DAYS			
		AIR FARE			
		HOTEL STAY			
		CAR RENTAL			
		MILEAGE			
		TOLLS (IF ANY)			
		PER DIEM			
		(ANY ADDITIONAL DAYS ADD \$1,950.00 FOR EACH TECH / DAY.)			
14	1	PLUS FREIGHT	FRT	3,500.00	\$ 3,500.00
		TERMS: NET 30			
		SCHEDULED TIME FOR SERVICE: TO BE DETERMINED			
		F.O.B: SHIPPING POINT, FRT, PP & ADD			
		LEAD TIME: STOCK UNLESS NOTED			
		QUOTE VALID: 30 DAYS			
		SHIPPING & STATE SALES TAX NOT INCLUDED OR COLLECTED			
		QUOTE PREPARED BY RICK JESPERSEN			
		OFFICE: 732-548-4400 x253			
		EMAIL: rickj@chartermachine.com			

Freight
Total \$ 52,773.30

Received
12-13-23 12pm

Item No. I.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 19, 2023

Jessica Kinser

Prepared By

Finance
Department

Jessica Kinser
Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 211-2023 - AUTHORIZING THE WITHDRAWAL OF INTEREST EARNED FROM THE CITY OF OTTUMWA IOWA PUBLIC AGENCY INVESTMENT TRUST (IPAIT) FOR FISCAL YEAR 2024 AND 2025

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 211-2023.
Approve the withdrawal of interest from the IPAIT account for fiscal years 2024 and 2025.

DISCUSSION: The City has maintained an IPAIT investment account for a number of years (the system has reports going back to 2018). Prior to recent years, the interest earned on the revolving pooled balance has been minimal. However, starting in mid-2022, the interest paid has grown from about \$15,000 per month to more than \$70,000 per month as recent as November. IPAIT is projecting a daily rate above 5% for the near future as well.

This request would be to take the withdrawal of interest starting in July 2023, and continue to pull the interest each month through June 2025, unless deemed in the City's best interest to stop sooner. At this time, the interest earned so far this fiscal year totals \$365,860.77, breaking down as follows by month:

- July: \$71,083.24
- August: \$73,624.91
- Sept.: \$72,324.84
- October: \$75,331.96
- Nov.: \$73,495.82

Source of Funds: Investment Income

Budgeted Item:

Budget Amendment Needed:

Currently, the only interest received by the pooled investments and being allocated out by fund is from CDs. For FY23, this amounted to around \$125,000 being shared with those funds having cash balances. Starting in FY24, we will be trying to get this to a point to be allocated out by month, but would start at less of a frequency since this request is nearly 6 months beyond the start of the fiscal year. Funds would be credited the interest income based upon the percent of dollars each fund holds.

I cannot tell if this type of action was contemplated with the FY24 budget, but this will result in more investment income than appears budgeted. This increased revenue can be accounted for in the FY24 Budget Amendment.

RESOLUTION NO. 211-2023

A RESOLUTION AUTHORIZING THE WITHDRAWAL OF INTEREST EARNED FROM THE CITY OF OTTUMWA IOWA PUBLIC AGENCY INVESTMENT TRUST FOR FISCAL YEAR 2024 AND 2025

WHEREAS, the City of Ottumwa maintains an investment account with the Iowa Public Agency Investment Trust (IPAIT); and,

WHEREAS, historically, the City of Ottumwa has not taken any monthly interest disbursements from the IPAIT account; and,

WHEREAS, the current interest rate environment is allowing large sums of interest to be earned on the IPAIT investments; and,

WHEREAS, if the interest is withdrawn from the IPAIT account, the City would allocate it to all funds having cash balances, thereby increasing the amount of cash available to fund operations and projects; and

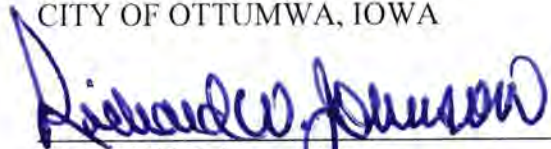
WHEREAS, the Interim Finance Director is recommending the City Council approve this action starting with the month of July 2023 and ending with the month of June 2025;

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

1. The finance director is authorized to withdraw interest from the City's IPAIT account starting with the month of July 2023 and ending with the month of June 2025.
2. Interest withdrawn from the IPAIT account shall be allocated to all funds having cash balances.

APPROVED, PASSED, AND ADOPTED, this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Jake Rusch

Prepared By

Building and Code Enforcement
Department

Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No.213-2023. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 206 E Finley.

****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 213-2023

DISCUSSION: Bids for this project were accepted until 2 P.M. on December 7, 2023. Six Asbestos bids and Five demolition bids were received. There is a box to initial on the bid form if you are willing to have portions of your bid considered. Several bidders initialed this box. Torres Construction submitted the best bid in the amount of \$4,000.00 for the Asbestos removal. Don Jones submitted the best bid for the demolition in the amount of \$7,200.00. Staff recommends awarding them the contracts. A bid tab is attached.

RESOLUTION NO. 213-2023

A RESOLUTION AWARDED THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 206 E FINLEY.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on December 7, 2023; and

WHEREAS, the lowest qualified bid was from Torres Construction in the amount of \$4,000 for asbestos removal; and

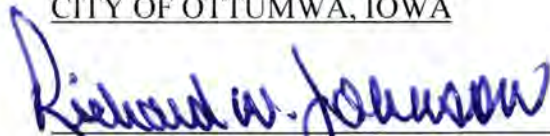
WHEREAS, the lowest qualified bid was from Donald Jones in the amount of \$7,200 for demolition and leveling of the lot.

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

Torres Construction be awarded the contract for asbestos abatement and Donald Jones be awarded the contract for demolition of condemned property at 206 E Finley in the amount of \$4,000 for asbestos abatement and \$7,200 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

206 E FINLEY	Asbestos	Demolition	Total
Donald Jones	NA	\$7,200.00	\$7,200.00
Earth Services and abandonment	\$14,995.00	NA	\$14,995.00
Abondment Specialist	\$18,930.00	NA	\$18,930.00
Environmental Edge	\$9,000.00	\$9,300.00	\$18,300.00
Torres Construction	\$4,000.00	\$15,500.00	\$19,500.00
Weston McKee	\$10,400.00	\$12,400.00	\$22,800.00
Dan Laursen	\$10,000.00	\$13,400.00	\$23,400.00
Best Bid For Demolition			
Donald Jones			\$7,200
Best Bid for Asbestos			
Torres Construction			\$4,000
Total:			\$11,200.00



CITY OF OTTUMWA

REQUEST BID FOR DISPOSAL AND DEMOLITION OF 206 E FINLEY STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
206 E FINLEY		7200. ⁰⁰	7200. ⁰⁰

_____ Initial here if you are willing to have individual portions of your bid considered for award.

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

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, IA. 52501
City, State, Zip

12-4-2023
Date

jandjmowingottumwa@gmail.com
E-mail Address



[CITY OF]
OTTUMWA

REQUEST BID FOR DISPOSAL AND DEMOLITION OF 206 E FINLEY
STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
206 E FINLEY	4,000	15,500	19,500

YJ 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.

[Handwritten Signature]
Signature

Yosry Torres
Printed Name

545 Ray St
Address

641-680-2927
Telephone Number

Atlanta GA 30301
City, State, Zip

11-29-2023
Date

torresconstructionandmore@gmail.com
E-mail Address

received
12-18-23 12pm

Item No. I.-3.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Jake Rusch

Prepared By

Zach Simonson

Department Head

Building and Code Enforcement

Department

City Administrator Approval

AGENDA TITLE: Resolution No.214-2023. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 556 S Ward.

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

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

RECOMMENDATION: Pass and Adopt Resolution 214-2023

DISCUSSION: Bids for this project were accepted until 2 P.M. on December 7, 2023. Five Asbestos bids and Five demolition bids were received. There is a box to initial on the bid form if you are willing to have portions of your bid considered. Several bidders initialed this box. Torres Construction submitted the best bid in the amount of \$1,200.00 for the Asbestos removal. Don Jones submitted the best bid for the demolition in the amount of \$5,000.00. Staff recommends awarding them the contracts. A bid tab is attached.

RESOLUTION NO. 214-2023

A RESOLUTION AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 556 S WARD.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on December 7, 2023; and

WHEREAS, the lowest qualified bid was from Torres Construction in the amount of \$1,200 for asbestos removal; and

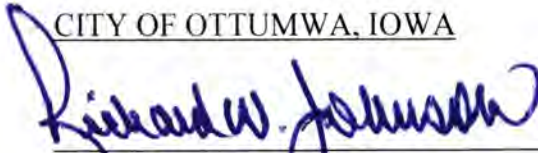
WHEREAS, the lowest qualified bid was from Donald Jones in the amount of \$5,000 for demolition and leveling of the lot.

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

Torres Construction be awarded the contract for asbestos abatement and Donald Jones be awarded the contract for demolition of condemned property at 556 S Ward in the amount of \$1,200 for asbestos abatement and \$5,000 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

556 S WARD	Asbestos	Demolition	Total
Earth Services and Abatement	\$5,500.00	NA	\$5,500.00
Donald Jones	NA	\$5,000.00	\$5,000.00
Environmental Edge	\$1,800.00	\$6,300.00	\$8,100.00
Dan Laursen	\$2,000.00	\$7,800.00	\$9,800.00
Torres Construction	\$1,200.00	\$9,500.00	\$10,700.00
Weston McKee	\$1,000.00	\$10,400.00	\$11,400.00
Best Bid For Demolition			
Donald Jones			\$5,000
Best Bid for Asbestos			
Torres Construction			\$1,200
Total:			\$6,200



CITY OF
O T T U M W A

REQUEST BID FOR DISPOSAL AND DEMOLITION OF 556 S WARD
STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
556 S WARD		5000. ⁰⁰	5000. ⁰⁰

_____ Initial here if you are willing to have individual portions of your bid considered for award.

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

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, IA. 52501
City, State, Zip

12-4-2023
Date

jandjmowingottumwa@gmail.com
E-mail Address



[CITY OF]
OTTUMWA

REQUEST BID FOR DISPOSAL AND DEMOLITION OF 556 S WARD
STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
556 S WARD	1,200	9,500	10,700

YJ 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.

[Handwritten Signature]
Signature

V. J. Torres
Printed Name

545 Ray St.
Address

641-680-2927
Telephone Number

Ottoman IA 52561
City, State, Zip

11-29-2023
Date

torresconstractionsandmore@gmail.com
E-mail Address

received
12-14-23 1120

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 19, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 215-2023 - A Resolution Rescinding Resolution 99-2023 and Approving the Final Plat of Christner's Second Subdivision in the City of Ottumwa, Iowa.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 215-2023.

DISCUSSION: This subdivision was previously approved in June with the title Christner's First Subdivision. It was later discovered that a previous subdivision with that name was approved and never recorded by the owner. It has since been recorded. This resolution rescinds the approval under the name Christner's First Subdivision and instead approves the same Final Plat with the name Christner's Second Subdivision.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The applicant is requesting approval of a .94-acre, four lot, contiguous area to be subdivided into four new lots. Currently, this block is divided into four parcels which run east to west with frontage on Oak St. The new subdivision would create four parcels which run north to south and would have frontage on E Court and Lincoln Ave. The subdivision will allow for the construction of new single-family homes.

RESOLUTION NO. 215-2023

A RESOLUTION RESCINDING RESOLUTION 99-2023 AND APPROVING THE FINAL PLAT OF CHRISTNER'S SECOND SUBDIVISION IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

WHEREAS, Christner's Second Subdivision, City of Ottumwa, Wapello County, Iowa, is being described as follows, to-wit:

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

WHEREAS, Resolution No. 99-2023 approved the Final Plat for the property legally described above but used the name Christner's First Subdivision; and

WHEREAS, an unrecorded Christner's First Subdivision already existed at the time the Resolution was adopted and has since been recorded; and

WHEREAS, the Ottumwa Planning and Zoning Commission recommended approval of the Final Plat as drawn under the name Christner's First Subdivision at the June 5th, 2023 meeting; and

NOW, THEREFORE, be it resolved by the City Council of the City of Ottumwa, Iowa:

That Resolution No. 99-2023 be rescinded; and

That the Final Plat known as Christner's Second Subdivision, City of Ottumwa, Wapello County, Iowa, is hereby accepted, and the Mayor and the City Clerk are hereby authorized to sign the plat and attest to the same and certify a true copy of this Resolution to the County Recorder of Wapello County, Iowa, as provided by law and all other public officers as required by law.

Passed and adopted this 19th day of December 2023.

CITY OF OTTUMWA, IOWA

By


Richard W. Johnson, Mayor

ATTEST:



Chris Reinhard, City Clerk

FINAL PLAT CHRISTNER SECOND SUBDIVISION

APPROVED BY:		DATE
CITY OF OTTUMWA - CITY COUNCIL		
APPROVED BY:		DATE
CITY OF OTTUMWA - PLANNING & ZONING		
APPROVED BY:		DATE
CITY OF OTTUMWA - CITY ENGINEER		

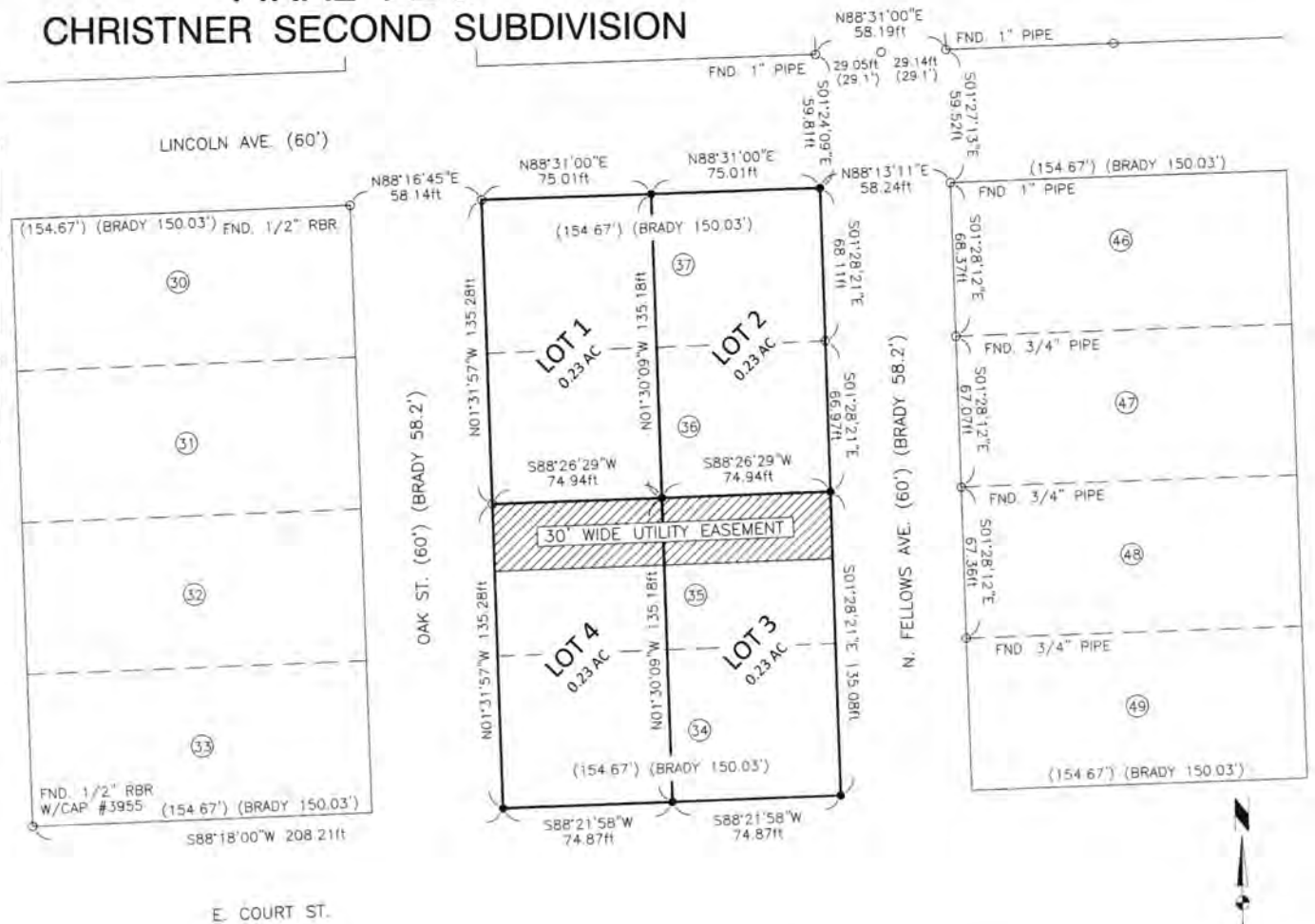
CHRISTNER'S SECOND SUBDIVISION:

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

REFERENCE SURVEYS

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

Plat of Survey prepared by John T. Brady, Sr. dated October 6, 1907. Field notes from this survey indicate a shortage of 18.0 feet between the East Line of N Elm St. and the East Line of the Alley on the Section Line East of Fellows Ave. as measured along the North Line of E Court St.



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

LEGEND:
 FOUND SQUARE HEAD BOLT UNLESS OTHERWISE NOTED
 SET 5/8"x30" REBAR W/ORANGE PLASTIC CAP #15943

OWNER: CHRISTNER PROPERTIES, LLC
 17587 US HWY 34
 OTTUMWA, IOWA 52501

PLANNERS: FRENCH-RENEKER ASSOCIATES
 1501 S MAIN ST
 FAIRFIELD, IOWA 52556

Drawn By: BPH
 Date: 12-8-23
 Project No. 23-834
 Sheet 1 of 1



* ALL BEARINGS AND DISTANCES ARE THE RESULT OF GPS OBSERVATIONS, IOWA RCS, ZONE 12. *

Prepared by & Return to: French-Reneker-Associates, Inc., 1501 S. Main St., Fairfield, IA 52556, Phone: (641) 472-5145, Surveyor: Jason C. Hull



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 Land Surveyor under the laws of the State of Iowa.

Jason C. Hull 12-8-23
 Jason C. Hull, P.L.S. date

License number 15943

My license renewal date is December 31, 2024

Pages or sheets covered by this seal This Sheet

received
12-14-23 8AM

CITY OF OTTUMWA
Staff Summary

reviewed

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #216-2023 - Approve updates to Personnel Policy

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #216-2023

DISCUSSION: Changes are on the next page:

Article 7 - Nepotism

*Add "Due to a higher chance of conflicts of interest, employees in Administration, City Clerk, Finance, Human Resources and Information Technology (IT) departments are not permitted to have any relatives working for the City of Ottumwa. These employment situations that existed prior to December 19, 2023 shall be grandfathered under the policy. "

Article 10 - Benefits

Moved "An employee using any combination of accruals in excess of 90 consecutive days will not continue to accrue." to the beginning of the section.

*Holidays - added that regular part-time employees are paid a pro-rated amount based upon their budgeted hours "in each fiscal year".

*Sick

1) Added - Employees reporting off sick must do so prior to the start of the employee's work shift by contacting their direct supervisor.

2) Added - No sick benefits shall be paid to employees for injuries incurred or received while the employee is working on the job of another employer (moonlighting)

3) Update to add that employees working 2184 hours annually receive 84 hours of dependent sick annually.

4) Update to add library employees sick pay out and their hours

5) added "regular" when referring to full-time employees

6) identified sick time is 2 days per month = 24 days per year

7) added "No casual time will be permitted if another employee has to be called in and receives compensatory and/or overtime."

8) rearranged the section to flow better

*Parental leave - update to add that employees working 2184 hours annually receive 84 hours of dependent sick annually

Article 16 - Employee Assistance Program (EAP)

*Updated with our new EAP provider and their process.

Article 26 - Grievance Procedure

*Changed Personnel Officer to Human Resources Director.

RESOLUTION NO. 216-2023

RESOLUTION APPROVE UPDATED PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the City of Ottumwa, Iowa had approved a revised Personnel Policies and Procedures manual on June 2, 2020, which incorporated Nepotism, Benefits, Employee Assistance Program and the Grievance Procedure as part of the document and;

WHEREAS, staff for the City of Ottumwa has reviewed the current policies regarding Nepotism, Benefits, Employee Assistance Program and the Grievance Procedure and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

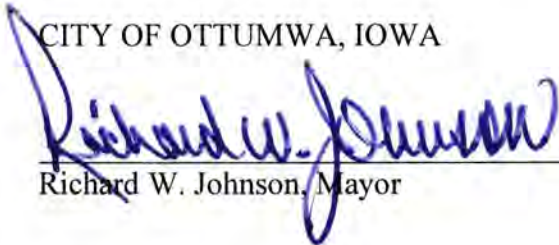
WHEREAS, staff has drafted and revised the Personnel Policies and Procedures to meet the needs of both employee and employer and finds that approval of said policies and procedures, as revised, would be in the best interest of the City and the employees of the City, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Personnel Policies and Procedures approved on June 2, 2020 and any supplements thereafter are hereby repealed and that the attached Personnel Policies and Procedures are hereby adopted in their place with an effective date of December 19, 2023.


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

PASSED, ADOPTED and APPROVED this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA

PERSONNEL POLICIES AND PROCEDURES

**Passed by resolution
JULY 19, 2020**

**Updated
December 2023**

Table of Contents

Article 1 – General Provisions	3
Article 2 – Employment At-Will	4
Article 3 – Equal Employment Opportunity	4
Article 4 – Recruiting	5
Article 5 – Civil Service	7
Article 6 – Residency Requirements.....	8
Article 7 – Nepotism.....	8
Article 8 – Wages/Job Classifications	9
Article 9 – Hours of Work	12
Article 10 – Benefits	13
Holidays	13
Vacation.....	14
Sick.....	16
Incentive	18
Parental	19
Funeral Leave	19
Longevity	19
FLEX Spending Plan.....	20
Retirement Plans	20
Health and Life Insurance.....	21
Telecommuting	22
Article 11 – COBRA	22
Article 12 – Employee Leave Policy.....	23
Article 13 – Military Leave.....	23
Article 14 – Harassment	24
Article 15 – Internal Investigations	26
Article 16 – Employee Assistance Program (EAP)	27
Article 17 – Accident Review.....	29
Article 18 – Workers Compensation & Restricted Duty Assignments	32
Article 19 – Employee Physicals & Medical Services.....	33
Article 20 – Fitness for Duty Exams.....	34
Article 21 – Personnel Files	36
Article 22 – Performance Evaluations	38
Article 23 – Access to City Administrator	38
Article 24 – Cybersecurity	39
Article 25 – Disciplinary Practices / Procedures.....	39
Article 26 – Grievance Procedure.....	43
Article 27 – Employee Privacy	44
Article 28 – Violence in the Workplace	44
Article 29 – Dress Code Policy	45
Article 30 – Conflicts of Interest.....	49
Article 31 – Smoking.....	50
Article 32 – Substance Abuse Policy.....	50
Article 33 – Travel.....	54
Article 34 – Separation from City Service.....	56

ARTICLE 1. GENERAL PROVISIONS

The purpose of these Policies and Procedures is to establish a fair and equitable system of personnel administration that will allow for the efficient and effective public service for the City of Ottumwa.

These Policies and Procedures shall apply to all full-time and regular part-time City employees. Each department may adopt their own policies and procedures that are more stringent than these policies with approval of the City Administrator; but in no event shall they be less stringent.

In case of conflict with a collective bargaining unit agreement, the contract shall supersede these personnel policies of the City. In case of conflict with more stringent departmental rules, the departmental rules shall supersede these personnel policies of the City.

In the case of conflict with Chapter 400 of the Iowa Code (Civil Service) or any other Iowa statute or Federal Regulation, the statute or Federal Regulation shall supersede the personnel policies of the City.

These Policies and Procedures and any amendments shall become effective upon adoption by resolution of the City Council.

The City Administrator may adopt, amend, and rescind administrative policies and procedures not in conflict with these Policies and Procedures or any collective bargaining agreement as necessary for the proper administration of the City. Department heads may adopt, amend, and rescind departmental administrative policies and procedures not in conflict with these Policies and Procedures or any collective bargaining agreement, or the City Administrator directives, as necessary for proper departmental administration. A copy of all individual department policies and procedures are to be maintained in Human Resources.

These Policies and Procedures are designed to acquaint you with the City of Ottumwa and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. Personnel policies and handbooks do not address each and every situation. There may be work rules that are not set forth in the handbook. Employees are expected to abide by all work rules, performance standards, supervisor directives, or conditions of employment once they receive notice of them either orally or in writing.

Ottumwa citizens are our organization's most valuable assets. Every employee represents the City of Ottumwa to its citizens and the public as a whole. The way we do our jobs presents an image of our entire organization. Citizens will judge all of us by how they are treated with each employee contact. Our first priority should be toward the citizens of our community. Nothing is

more important than being courteous, friendly, helpful and prompt in the attention we give our community.

ARTICLE 2. EMPLOYMENT AT WILL

This manual has been prepared to advise employees of their responsibilities as an employee of the City of Ottumwa, Iowa and the many benefits and privileges they may enjoy. It is presented as a matter of information only. It is not a written contract or a legal document. While the City believes in the policies and procedures described, it is committed to reviewing them continually, and reserves the right to change or terminate any or all of them at any time.

Unless otherwise provided for in a written employment contract authorized by the Ottumwa City Council, or in a collective bargaining agreement, all employment relationships with City of Ottumwa, Iowa are at-will. At-will employees of the City of Ottumwa, Iowa are not guaranteed, in any manner, employment for any period of time. Just as the employee retains the right to terminate employment at any time, for any reason, the City of Ottumwa retains a similar right. No policy or practice of the City shall be construed to change this relationship. Only the City Council has the right to modify or change this practice, and such action must be in writing.

These personnel provisions may not be all-inclusive, are subject to interpretation by the City Administrator or designee, and represent brief summaries of City guidelines, which are subject to change without prior notice at any time at the sole discretion of the City Council. This handbook supersedes and replaces all previous handbooks and policies.

Nothing in these guidelines, creates, is intended to create, or shall be construed to constitute an express or implied contract of employment between the City and employees. No City employee can make any representation otherwise. Any representation by any City employee does not change these conditions of employment and cannot be relied upon.

ARTICLE 3. EQUAL EMPLOYMENT OPPORTUNITY

The Policy of the City of Ottumwa is to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated by reason of race, color, religion, creed, sex, age, veteran status, national origin, disability, sexual orientation, gender, citizenship status, familial status, political affiliation, genetic information or testing, gender identity or expression or any other legally protected status which may be protected by applicable federal or state law with respect to hiring, upgrading, transfers, recruitment advertising, recruitment, selection, placement, promotion, demotion, layoff, compensation, benefits, training, termination, and any other terms, conditions, and privileges of employment. Other protected groups include those who have been arrested but not convicted of a crime, individuals infected

with HIV, individuals who smoke outside the workplace, and individuals who are actively involved in politics or local unions.

1. Any communication from an applicant for employment, an employee, a government agency, or an attorney, concerning any equal employment opportunity matter shall be referred to the City Administrator or designee for action.
2. While overall authority for implementing this Policy is assigned to the City Administrator or designee, an effective equal employment opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Employees who believe they are the victims of discrimination have a responsibility to promptly report this fact to their supervisor and/or the City Administrator or designee.
3. Complaints of discrimination by an employee will be handled and investigated under the City's Grievance Procedure, unless special procedures are considered appropriate, such as referral to the Iowa Civil Rights Commission or another outside investigator. All complaints of discrimination will be investigated promptly and in an impartial and confidential manner. The City prohibits retaliating against employees who engage in "protected activity" such as complaining about discrimination or harassment, or participating in an investigation. The City prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about discrimination.

For further information, please contact Human Resources.

ARTICLE 4. RECRUITING

The City of Ottumwa believes that hiring qualified individuals to fill positions contributes to the overall success of the City. Each employee is hired to make significant contributions to the City of Ottumwa. The City of Ottumwa also strives to retain employees through an environment that creates opportunity and encourages advancement.

The City of Ottumwa has adopted an internal and an external posting process that may run concurrently. Positions will be posted on designated employee communication boards at each location along with electronically in UKG (the City's Human Resources Information System).

For additional information, please review policy #75 – Hiring Policy and Process.

Background Checks:

To ensure that individuals who join the City are well qualified and have a strong potential to be productive and successful employees, it is the City's policy to investigate the backgrounds and employment references of applicants. In addition, the City may conduct background investigations when employees are being considered for promotions or transfers, or in furtherance

of an internal investigation of alleged misconduct. Background investigations will be conducted at City's discretion and in accordance with federal and state law.

Motor Vehicle checks for employees who drive on behalf of the City or have required CDL licenses will be conducted annually, including required annual checks with the Federal Clearinghouse. The City relies on the accuracy of information contained in employment applications, as well as the accuracy of other data presented throughout the hiring process and during employment. Any misrepresentations, falsifications, or material omissions in any of this information or these data may result in an applicant being excluded from further consideration for employment or, if an individual has already been hired, termination of employment.

Use of Information Obtained in a Background Investigation:

Information obtained from a background investigation will be considered for employment purposes as permitted by federal and state law and in accordance with City's Equal Employment Opportunity Policy.

Information will be reviewed to determine:

- Whether false statements or material omissions were made by an individual on an application for employment or during an interview;
- Whether an applicant or employee, based on the job duties of the position in question, poses a threat to security and/or employee safety in the workplace; *and*
- The likelihood of an applicant or employee being successful and productive on the job.

For additional information, please review our Background Check Policy.

Recalling or reinstating former employees

Employees who leave service with the City due to resignation, retirement, or layoff MAY be eligible to return to employment with the City. Employees who separate from the City reasons other than layoff, are applying for a different position, and/or the Preferred List for their position classification has timed out may apply for positions through the regular civil service entrance list or hiring procedures for the respective position.

This does not refer to seasonal or part-time employees who may be reinstated on an annual basis upon recommendation of the affected Department Head and approval of the City Administrator.

Recall from Layoff:

Employees who have been laid off will be placed on a "Preferred List" for their respective position classification for up to three years from the date of the layoff (in accordance with Section 5.2 of the Ottumwa Civil Service Commission – Local Rules & Regulations).

Whenever the Employer is looking to fill a vacancy, the affected Supervisor shall first identify if any names appear on a Preferred List for the particular position classification. If any names appear on the list, appointments shall be made from that list in the order of greater seniority until the list has been exhausted or time expires.

Reinstatement:

In accordance with the City Personnel Policy employees returning to City service through Preferred Lists, Entrance Lists, or other open hiring practices for the City will be assigned their most recent “Date of Hire” upon their return. The Date of Hire is typically referenced for purposes relevant to seniority.

Where “Years of Service” is utilized (e.g. calculating vacation benefits) the returning employee shall receive credit for their prior service in the same job classification and / or department in regular, full time position(s). This applies to employees who are returning to active employment within three (3) years of their previous separation date.

In these instances the Employer will establish an “Adjusted Date of Hire.” The Adjusted Date of Hire will be calculated by identifying the total number of days the Employee had previously served in a regular, full-time position for the City and roll back this total from the current Date of Hire.

ARTICLE 5. CIVIL SERVICE

The duties and powers of the Civil Service Commission are set forth in Chapter 400 of the Code of Iowa, as if may be amended from time to time. The Mayor appoints Civil Service Commission members. The Commission will issue its own policies and procedures. The City Clerk serves as the Secretary to the Civil Service Commission as provided by Chapter 400 of the Code of Iowa.

The City Clerk keeps current lists of those employees covered by Civil Service as well as seniority lists in each employment category. Lists are posted at City Hall.

Seniority with the City is the length of an employee’s continuous service with the City from the employee’s most recent date of hire for calculating benefits. Classification seniority is the length of an employee’s continuous service within a civil service classification.

An employee shall lose his seniority rights and the employment relationship shall be broken and terminated as follows:

1. Quits or retires;
2. Discharge, and discharge is not reversed through grievance procedure;
3. Fails to report to work at the end of a leave of absence;

4. Does not report for work for a period of three consecutive days, and does not notify the Employer; or
5. Has been laid off. When the work force is reduced, the employee loses his/her seniority rights. Employees facing work force reduction will be given at least two weeks of notice of the layoff. Employees facing a reduction through layoff or job abolishment may apply for any open positions in the City or may test for another position in accordance with civil service rules.

Job posting for open positions within the Public Works and Muni Bargaining Agreement positions will be dated and transfers of employees will be at the convenience of the City but preferably no later than forty (40) days after the date of the job posting. Notice of all vacancies or newly created positions will be posted by the City on the employee bulletin board and in UKG. Employees, with civil service seniority in that classification, shall be given ten (10) calendar days' time in which to make application to fill the position. The employee with the best qualifications, as determined by the Department Head, will be assigned to fill the position. The employee has fourteen (14) days to disqualify him/herself and return to their former position if it is available. Employees may only exercise the self-disqualification once every two (2) years. The City has up to thirty (30) days to disqualify employees and return that employee to his/her former position if it is available.

ARTICLE 6. RESIDENCY REQUIREMENTS

Unless specified in a collective bargaining agreement, there is no requirement that an employee live in a specific community or county. However, each employee is expected to report to work on time and at all times when his/her office/work station is in operation. While the employee's domicile is not a condition of employment, neither is it a justification for not reporting to work in a timely manner.

ARTICLE 7. NEPOTISM

It is the policy of the City of Ottumwa to hire and promote employees on the basis of their qualifications, merits and for the good of the public service. It is the policy of the City of Ottumwa to prohibit nepotism in hiring, promotion, demotion, termination or other personnel actions pertaining to city employees, and to avoid the appearance of nepotism in personnel actions.

For purposes of this policy, nepotism is defined to mean that the City will not hire members of the same family, as hereinafter defined, to work in the same department or division within a department. Family members are defined for the purpose of this section of this policy as follows: parent, stepparent, child, stepchild, stepsibling, daughter, sibling, spouse, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, half-sibling, cohabitating couples.

The following family members are not allowed to have direct or indirect supervisory or administrative authority over any family member, as hereinafter defined. Family members are defined as those in the previous paragraph in addition to any aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grand-parent-in-law, first cousin.

Due to a higher chance of conflicts of interest, employees in Administration, City Clerk, Finance, Human Resources and Information Technology (IT) departments are not permitted to have relatives working for the City of Ottumwa. These employment situations that existed prior to December 19, 2023 shall be grandfathered under the policy.

Family members working in the same department as of the date this policy is adopted will be exempt from this policy. Employees who become family members after the adoption of this policy will also be exempt, although future transfers, promotions and new shift assignments shall be governed by this policy. Employees who marry each other or cohabitate together after they are both employed by the City, shall notify the City and, if one of them is in a supervisory position over the other, the employee in the supervisory capacity shall be discharged unless the other employee, within thirty (30) days of such marriage, resigns or transfers to a vacancy in another department for which he or she can qualify.

Exceptions – The Ottumwa Beach may have family members working at the Beach. However, employees may not be supervised by family members.

ARTICLE 8. WAGES/JOB CLASSIFICATIONS

Non-bargaining unit employees, excluding Department Heads, will be paid in accordance with the City's Compensation Handbook adopted by the City Council on July 18, 2023.

Employees will be paid on a bi-weekly basis. If the regular payday occurs on a holiday, the preceding workday is the payday. Direct deposit must be set up for each employee, except for those employees whose hire date precedes July 1, 2005. Those employees may continue to receive an actual check. A holiday may require the direct deposit to occur the next working day after the holiday.

Copies of paychecks are available in UKG the morning of payday. Employees receiving a paper check will be available for the Department Heads or their designee to pick up in the Finance Department after 11:30 a.m. on payday.

Employees on each payday will receive in addition to their check or direct deposit stub, a statement showing gross pay, deductions, and net pay. State and Federal taxes, as well as pension withholding required by Federal and Iowa law, will be deducted automatically. No other deductions will be made unless required or allowed by law, contract or employee obligation, such

as garnishments. Employees may elect to have additional City approved deductions taken from their pay only if they authorize the deductions in writing.

Employees who discover a mistake in their paycheck, should notify the Finance Department immediately. Employees are responsible for promptly reviewing each paystub to determine if there are any errors. In the case of mistake on the part of the Finance Department, the error will be remedied promptly. If the mistake was on the part of the employee, it will be corrected on the next paycheck. However, the employee is solely responsible for any monetary loss, and the City cannot be responsible for the loss or theft of money from an employee's account.

Employees may discuss any questions or concerns regarding their rate of pay and/or the City's pay plan with their Supervisor, Department Head, Finance or Human Resource Department.

Employee Definitions

Full-time Employee – An employee is considered a full-time employee if they are scheduled to work 40 or more hours a week on a regular basis.

Regular Part-time Employee – An employee is considered a part-time employee if they are scheduled to work less than 40 hours a week on a regular basis.

Variable Part-Time Employee – An employee is considered a variable part-time employee when they are scheduled less than 30 hours per week and their hours will vary week to week.

Seasonal Employee - Seasonal employees are defined as those who work on a seasonal basis (typically no more than 6 months) at one or more of the various departments within the City. These employees will work varied schedules pursuant to the department's operating hours. Seasonal employees will receive no benefits other than those afforded to them by State or Federal regulations.

Contracted Employee – A contracted employee is one that is hired through our current employment agency. The contracted employee will be paid directly by the employment agency and all benefits will be offered through the employment agency, not through the City of Ottumwa.

Exempt Employee – An employee is considered exempt meaning they are exempt from the overtime rules of the Fair Labor Standards Act (FLSA). This is because they are classified as an executive, professional, administrative or certain computer professional employee and meets the specific criteria for the exemption. With some limited exceptions, exempt employees must be paid on a salary basis.

Non-exempt Employee - An individual who is not exempt from the overtime provisions of the FLSA and is therefore entitled to overtime pay for all hours worked beyond 40 in a workweek (unless stipulated otherwise in a collective bargaining agreement). Nonexempt employees may be paid on a salary, hourly or other basis.

Overtime/Compensatory Time

Consistent with efficient operations and service, it is City policy that overtime be minimized. Overtime must be authorized by the Department Head prior to its utilization.

Overtime is time authorized by the Department Head or designee in advance, assigned, and worked by employees in non-exempt positions in excess of the regularly scheduled work shift or workweek. Overtime is paid at the rate of one and one-half times the employee's regular hourly rate of pay for hours over 40 per week, or as defined by the Fair Labor Standards Act.

- Overtime rates for police and fire departments are different as bargained and as pursuant to the Fair Labor Standards Act.
- Due to the nature of their work, field supervisors will have overtime figured as per their department's collective bargaining agreement. This applies to classified events (snow, flooding, etc.), call-backs, and mandatory overtime
 - Field Supervisors are defined as those non-exempt supervisors working in Streets, Sewer, Traffic, Central Garage, Engineering Supervisor, Water Pollution Control and the Recycling Center.

Unless negotiated as part of a collective bargaining agreement, paid holidays, incentive time, vacation, sick leave or comp. time are not considered as time worked under Fair Labor Standards.

Compensatory time off in lieu of overtime is calculated at the rate of one and one-half times the employee's regular hourly rate of pay. Compensatory time may be accumulated up to a maximum of one hundred (100) hours; not more than forty (40) hours may be carried past November 1 each year. A Department Head may reduce overtime for non-union covered non-exempt positions by allowing flex time during the week overtime would be accumulated. For instance, if an employee works an hour of overtime on Tuesday, the Department Head may allow the employee to leave an hour early on Friday of the same week that overtime occurred.

Payment for overtime, flex time or compensatory time off is determined by the Department Head.

Once an employee moves from a non-exempt position to an exempt position, any comp time that they have accumulated will be paid out on their next scheduled pay at their last hourly rate.

An employee on paid leave shall be considered on paid leave until their next scheduled work day and will not be called in for overtime unless in the case of an emergency.

ARTICLE 9. HOURS OF WORK

It is the policy of the City of Ottumwa to establish the time and duration of working hours as required by workload and service needs, the efficient management of human resources, and any applicable law. The City expects its employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the City. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

The normal workweek is Sunday through Saturday, and consisting of eighty hours within a pay period. Fire, Police and other personnel may have varying schedules. Department Heads or designee may schedule overtime or extra shifts when it is necessary. Employees are not permitted to work overtime without the prior approval of their Supervisor or Department Head.

All non-exempt employees are required to complete an individual time record showing the daily hours worked. All non-exempt employees are required to punch into the UKG System when reporting to duty and punch out of the UKG System when ending their shift. Employees are NOT allowed to work "off the clock." Employees who fail to properly punch in and out for work and meal periods will be subject to disciplinary action, up to and including termination of employment.

Each Department Head or designee will determine the scheduled hours for employees. The Department Head or designee will inform employees of their daily work schedule, including meal periods and breaks, and of any changes that are considered necessary or desirable by the City. When able to do so, breaks should be taken at the work location.

Breaks are defined as short periods of rest lasting less than 20 minutes and are considered compensable time. Meal periods are 30 minutes or longer and aren't compensable time unless the employee is required to continue working while eating. Employees are to be completely relieved from duty during their meal break. If a nonexempt employee is required to perform any work duties while on his or her meal break period, the employee must be compensated for the time spent performing work duties. The time spent working during the meal break will be counted toward the total hours worked.

Personnel employed in executive, administrative, or professional capacities generally are exempt from the provisions of the Fair Labor Standards Act. These employees are not required to

fill out hourly time records but must account for daily attendance and time spent on particular categories of activities to be accountable for public projects and for payroll purposes.

ARTICLE 10 - BENEFITS

The City's Benefit package is set out as follows. It should be noted that this package can vary between departments and employees covered by independent boards and pursuant to applicable collective bargaining agreements. The following is a general overview of these benefits. Employees with specific questions regarding the benefit package within their department should address those questions to their Department Head, Supervisor or Human Resources.

Unless otherwise stated, Variable Part-time, Seasonal and Contracted employees are not eligible for benefits.

An employee using any combination of accruals in excess of 90 consecutive days will not continue to accrue.

HOLIDAYS:

The following will be recognized as paid holidays for City employees unless otherwise stipulated except those employees covered by independent boards or collective bargaining agreements.

- | | |
|------------------------|----------------------------|
| New Year's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving Day |
| Labor Day | Christmas Day |
| Martin Luther King Day | President's Day |

One (1) day (eight (8) hours) the last working day before or after Christmas, as designated by the Mayor.

Full-time employees will be paid at eight (8) hours per holiday. Regular part-time employees will be paid a pro-rated amount based upon their budgeted hours in each fiscal year. Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation.

When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Any employee eligible for overtime under Article 8, who works by request of the employer on his/her holiday shall be paid the holiday pay plus overtime rate of one and one-half (1 ½) times his/her regular rate for hours worked. Police and Fire personnel who are granted holidays to be taken in conjunction with vacation and other leave will not be paid overtime for working the scheduled holidays.

An employee shall forfeit his/her right to payment for any such holiday if he or she has an unexcused absence on the last regular working day preceding such holiday or on the next regular working day following such holiday.

For religious or other holidays not listed above, an employee must use vacation or personal days.

For Public Safety employees (Fire and Police), holidays will be granted as floating holidays.

- Police – Lieutenants and the Police Chief will be given 88 hours of holiday pay each year on November 1st. Holiday pay not used by October 31st shall be forfeited.
 - Sergeants will receive 132 hours of holiday pay due to working 2184 hours per year.

VACATION:

It is the policy of the City of Ottumwa to grant its employees paid vacation time to accrue based on years of service. Use of accrued vacation time is to be granted, with due consideration to departmental staffing needs.

All full-time employees and regular part-time employees will accrue vacation leave benefits. Part-time employees will accrue vacation leave on a pro-rated basis based upon the number of hours budgeted each fiscal year.

Every employee shall be eligible for a vacation with pay after successfully completing the probationary period. Employees shall start to earn vacation leave at their first date of employment and shall accrue vacation time bi-weekly. Vacation accrual increases will take effect on the anniversary date. Employees receiving an increase in vacation will accumulate as set out below.

Vacation allowance shall be earned annually and shall be based on the employee's anniversary date as follows, unless otherwise stipulated by an employment agreement with that employee:

Employees working 2080 hours annually

Years of Service	Vacation Period	Bi-Weekly Vacation Accrual
0 through 5 years	80 hrs – 2 weeks	3.08 hours
6 through 12 years	120 hrs – 3 weeks	4.62 hours
13 through 20 years	160 hrs – 4 weeks	6.15 hours
Over 20 Years	200 hrs – 5 weeks	7.69 hours

Employees working 2184 hours annually

Years of Service	Vacation Period	Bi-Weekly Vacation Accrual
0 through 5 years	84 hrs – 2 weeks	3.24 hours
6 through 12 years	126 hrs – 3 weeks	4.85 hours
13 through 20 years	168 hrs – 4 weeks	6.47 hours
Over 20 Years	210 hrs – 5 weeks	8.08 hours

Upon retirement, death, or any other type of separation, vacation credit shall be given based on the employee's accumulation.

Vacation requests shall be made in the following manner:

1. Vacation requests must be made through UKG. All requests will be routed to the direct supervisor for approval. All vacation requests must be approved by the Department Head or designee or City Administrator before vacation may be taken. Scheduling of vacation time shall be the responsibility of Department Head or designee, subject to staffing needs.
2. Vacation periods may be changed after they are approved only with the approval of the Department Head or designee or City Administrator.

Accrued vacation will be limited to an amount equal to 1 ½ times the employee's annual accrual rate at any point in time. Once that limit is met, the employee will begin to lose vacation accrual over the limit. It is the employee's responsibility to watch their accruals set out in their paystub to determine when the employee could lose vacation time if not used.

If a department is deemed as understaffed for more than 6 months by the Department Head and City Administrator, the City Administrator may grant an exception to allow vacation time to accrue past the 1 ½ times the accrual rate. Once the accrual rate reaches 2 times the accrual rate, the employee will be paid out for vacation above that balance. This payout will be made on the

last paycheck of each month that the department is deemed as understaffed and the employee accrues over their maximum rate.

- Supervisors may initiate this process but initial approval will be from the Department Head. The Department Head will then present to City Administrator for final approval. HR will be notified to adjust the HRIS and file the paperwork authorizing the extension.

Once the department is staffed to an acceptable level, employees will be given the choice to either:

- Have their current balance paid out down to 1.5x their accrual amount and their accrued limit be reset
OR
- Have an additional 6 months from the date the department is deemed staffed to an acceptable level to take their vacation and then their accrued limit will be reset

An employee called in to work on a vacation day will receive pay of time and one half plus the vacation pay (double time and a half) or be paid time and one half and receive another day off later.

SICK:

It is the policy of the City of Ottumwa to grant its employees paid sick time to be used during times of incapacitation for work. This includes time needed to address the medical needs of an immediate family member. Sick pay is not, however, interchangeable with paid vacation or holidays. The use of sick pay by any employee for non-medically related absences from work is considered to be sick pay abuse and subjects the employee to disciplinary action. **Employees reporting off sick must do so prior to the start of the employee's work shift by contacting their direct supervisor.**

- Sick pay does not include elective cosmetic procedures.
- **No sick benefits shall be paid to employees for injuries incurred or received while the employee is working on the job of another employer (moonlighting)**
- If an employee is exposed to a contagious disease and a doctor certifies the employee would endanger the health of others by attendance at duty, sick pay may be used.
- Employee doctor and dentist appointments may also be charged as sick pay when they cannot be scheduled outside the employee's regular work hours. Sick pay will only be allowed for the doctor's appointment and reasonable travel time to and from the doctor's office.

All **regular** full-time and part-time employees will accrue sick pay benefits. Eligible employees working 2080 hours annually shall earn and accrue sick pay at the rate of 7.39 maximum hours per pay period **(2 days per month = 24 days per year)** for continuous service

starting on the date of **hire** unless provided for otherwise pursuant to a collective bargaining agreement. Employees working 2184 hours annually will earn 11.08 hours per pay period. Part time employees will accrue sick pay on a pro-rated basis based upon the number of hours budgeted each fiscal year. Seasonal and/or temporary employees will not accrue sick pay benefits.

An illness or injury to spouse or minor child which requires the employee's immediate attention will cause time to be used from sick leave to make arrangements for medical and other needs up to a maximum of eighty (80) hours per fiscal year (**84 hours for employees working 2184 hours annually**). This is also known as **Dependent Sick**.

On the first payday after November 30th of each year, each current employee shall be paid for 25% of accrued sick pay according to the following schedule:

- Employees working 2080 hours annually – hours in excess of 1920, up to a maximum of forty-eight (48) hours and the employee's sick pay accrual will be reduced to 1920 hours.
- Employees working 2184 hours annually – hours in excess of 2016, up to a maximum of 50 hours and the employee's sick pay accrual will be reduced to 2016 hours.
- **Employees in the Library department – hours in excess of 960, up to a maximum of forty-eight (48) hours and the employee's sick pay accrual will be reduced to 960 hours.**

The date used will be the pay period ending closest to November 1 of each year for determining payment. An individual must be employed at that time to be eligible for the payout.

Unless otherwise provided in a collective bargaining agreement, beginning November 1 of each year, each employee receives 8 hours casual time which must be used by the following October 31st. Casual time is deducted from employee's accumulated sick pay. **No casual time will be permitted if another employee has to be called in and receives compensatory and/or overtime.**

- Employees working 2184 hours annually will receive 12 hours of casual time annually.

An employee, on leave because of an occupational disability related to his/her employment, may take such sick pay allowance to which he/she is entitled and the prorated amount will be added to the amount of disability/worker's compensation which will result in an equivalent payment to the employee of a full salary for any particular period.

Donated time - Employees who have exhausted their sick pay may utilize vacation leave donated by another employee. Donations are voluntary and shall be turned in confidentially to the Human Resources department for the benefit of the employee on sick pay.

The Department Head or City Administrator may require that the use of sick pay be supported by a doctor's statement if the employee (or immediate family member) is off three (3)

or more consecutive workdays OR takes more than three (3) workdays off in any 90 calendar day period. An employee returning to work following serious illness or incapacitation will be required to present a written release from his/her physician at the employee's expense. *Please see our Leave Policy for more information.*

Employees shall at all times submit to examination by such medical examiner as may be designated by the city, when required by the appropriate department head or City Administrator. In cases of extended use of sick pay, the employee may be required to appear for a physical examination to determine whether FMLA or leave of absence is necessary.

Employees shall report prior to the start of their shift to their immediate supervisor when they are unable to work because of illness or injury. Each department will determine the amount of time needed to report off on sick pay. Department heads shall report to their departments and City Administrator if they are unable to work. Employees reporting shall inform their supervisors of the anticipated duration of the recuperation period. Text messages or phone calls to co-workers other than their immediate supervisor, are not sufficient notice.

Sick pay is not an accrued leave benefit and will not be paid out upon the employee's separation from employment with the City.

INCENTIVE:

Unless a collective bargaining agreement provides otherwise, personal leave in the amount listed below shall be awarded for each pay period in which a full-time employee is not absent from work due to the use of sick leave.

- Employees working 2080 hours will earn one (1) hour of incentive per pay period
- Employees working 2184 hours will earn 1.5 hours of incentive per pay period

No exceptions shall be permitted to excuse an absence, except legal holidays, vacation, and personal days or employees on family medical leave. Personal leave may be taken at any time, but a minimum of twenty-four (24) hours' notice shall be given to the employee's supervisor subject to appropriate staff coverage.

A maximum of eight (8) hours of incentive may be carried over each year for employees working 2080 hours annually. A maximum of 12 hours of incentive time may be carried over each year for employees working 2184 hours annually.

The reset period shall be on November 1, each year.

PARENTAL LEAVE:

An individual on parental leave may take up to 12 workweeks off under the Family Medical Leave Act (FMLA). If an employee has accrued benefits, they will use this paid time off concurrently with their FMLA leave.

NOTE: At this time, parental leave does not count as dependent sick time, so if after using sick time for parental leave, the baby or other dependent defined as spouse or child, becomes ill, the employee may use 80 hours (84 for those working 2184 hours annually) dependent sick time (if available from accrued sick time) to use during that fiscal year.

Please review our Leave policy for more information.

FUNERAL LEAVE:

Employees may be granted bereavement leave for death in the immediate family, which shall not be deducted from an employee's accumulated sick leave as follows:

- (1) Up to five (5) days for the death of a spouse, child or stepchild.
- (2) Up to three (3) days for the death of a parent, stepparent, sibling, grandchild or employee's own grandparents.
- (3) Up to one (1) day for the death of a father/mother-in-law, brother/sister-in-law, son/daughter-in-law or spouse's grandparents.

Regular part-time employees will be granted funeral leave on a pro-rated basis.

LONGEVITY PAY:

Under the city's new compensation plan effective on July 1, 2023, longevity payments are incorporated into the pay structure. Please review the Compensation Handbook for more information.

The City will pay full-time and part-time regular employees covered under a collective bargaining agreement a longevity rate based on \$25.00 per month for each five years of continuous service. As per the Fair Labor Standards Act, this will be paid as an hourly rate and applied to the base compensation rate to determine an employee's regular rate of pay to calculate for overtime, holiday, incentive, funeral, military, sick (casual and dependent), comp time payment and vacation pay.

			2080 Hours	2184 Hours	2912 Hours	Library
Years of Service	Monthly Amount	Yearly Amount	Per hour	Per hour	Per hour	Per hour
5	\$ 25.00	\$ 300.00	\$ 0.14	\$ 0.14	\$ 0.10	\$ 0.15
10	\$ 50.00	\$ 600.00	\$ 0.29	\$ 0.27	\$ 0.21	\$ 0.30
15	\$ 75.00	\$ 900.00	\$ 0.43	\$ 0.41	\$ 0.31	\$ 0.45
20	\$ 100.00	\$ 1,200.00	\$ 0.58	\$ 0.55	\$ 0.41	\$ 0.60
25	\$ 125.00	\$ 1,500.00	\$ 0.72	\$ 0.69	\$ 0.52	\$ 0.75
30	\$ 150.00	\$ 1,800.00	\$ 0.87	\$ 0.82	\$ 0.62	\$ 0.90
35	\$ 175.00	\$ 2,100.00	\$ 1.01	\$ 0.96	\$ 0.72	\$ 1.05
40	\$ 200.00	\$ 2,400.00	\$ 1.15	\$ 1.10	\$ 0.82	\$ 1.20

**for reference only – differences may be minimal due to rounding*

FLEX SPENDING PLAN & DEPENDENT CARE ASSISTANCE PROGRAM:

The City currently has a Flex Spending Plan and Dependent Care Assistance Program being administered by Advantage Administrators. These plans allows an employee to set aside dollars each year as a deduction to pay for qualified health and dependent care expenses. These dollars are deducted from the employee’s wages before any income or social security taxes are paid. By using this tax savings plan, the employee will not only notice an increase in take home pay, but the employee will have access to a reimbursement account throughout the year to pay qualified expenses. This is on a calendar year basis.

Open enrollment is from November 1 – November 30 of each year. All changes will take effect January 1. A failure to sign up during this open enrollment period will result in the inability to utilize this plan for that year. All employees must sign up each year they wish to participate in the plan. The IRS sets the maximum amount of money that can be placed in this plan annually as well as how much can be carried over annually. Any amount left in the plan over that limit will be forfeited.

See Human Resources for further information regarding this Plan.

RETIREMENT PLANS:

All regular full time and regular part time employees are covered under one of the following City retirement plans:

1) Sworn Police Officers & Fire Fighters are covered by Chapters 400 & 411 Code of Iowa. Contributions by employee and employer are determined by annual actuarial studies.

2) All other covered employees participate in the Iowa Public Employees Retirement System and Social Security. Contributions by employees and employers are determined by Iowa

Public Employees Retirement System. The State of Iowa sets the contribution rates for both the employee and the City of Ottumwa. This plan is subject to all State and Federal retirement regulations.

The City of Ottumwa also offers three (3) different 457(b) plan accounts for additional retirement savings. A 457 (b) plan is pre-tax contribution by the employee. The City of Ottumwa has partnered with Nationwide, Empower (Mass Mutual) and MissionSquare.

See Human Resources for further information.

HEALTH AND LIFE INSURANCE:

The City offers Single to Family coverage to all of its full-time employees. The City has a self-funded plan that is currently being administered by Wellmark Blue Cross and Blue Shield. Currently, the City pays 90% of the monthly premium for a Family Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage, dental coverage to be on the employee only, and 90% of the monthly premium for a single person Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage. In addition, the City pays 90% of the monthly premium for the same type of plan for an employee/spouse or an employee/child(ren). At this time, there is a \$300 deductible for single plans and a \$600 deductible for family plans. The out of pocket is \$1,000 for single plans and \$2,000 for family plans.

Health insurance will be extended to part-time employees in compliance with the Affordable Care Act (ACA). Employees who are budgeted to work more than 30 hours per week upon initial hire will be offered immediate participation in the City's health insurance plans. The City has established the following initial measurement period to determine eligibility for part-time associates budgeted under 30 hours per week:

- Measurement period – 12 months from 05/01 – 04/30
- Administration period – 2 months from 05/01 – 06/30. The administrative period will align with open enrollment in May of each year to allow employees that qualify to enroll in coverage to start coverage July 1st.
- Stability – 12 months from 07/01 – 06/30 which aligns with our health insurance plan year

The City currently provides a three-tier drug card program for employees and their dependents. The three-tier drug card program consists of a \$10.00/\$25.00/\$40.00 co-pay effective January 1, 2008. The employee currently pays 10% of the cost for these plans. The plan that is in place meets all State and Federal regulations as well as under the Affordable Care Act, including coverage for adult children to age 26. This plan will be subject to change based upon Federal and State regulations.

Any employee who is eligible for insurance coverage under this policy and seeks to include any dependents under their plan, including a spouse, partner, and/or children, will be required to provide proof of the eligible dependent relationship. Documentation of the dependent relationship must be provided to Human Resources before the requested coverage will go into effect. Examples of documents that may be used to verify the dependent relationship can include a marriage certificate, common law affidavit with the current year 1040 tax return, or birth certificate (for child dependents). A full list of accepted documents can be obtained from Human Resources. Questions regarding dependent verification should be directed to Human Resources.

The City of Ottumwa offers Life Insurance for all full-time regular, active employees working a minimum of 40 hours each week. Employees will become eligible for Life Insurance on their start date. Employees may purchase coverage for qualified dependents as per the current pricing schedule. Dependents are defined as per the plan document and schedule of insurance. Please contact Human Resources for a copy of the current rates.

Please review the Insurance Policy and plan documents from our provider for further information.

TELECOMMUTING:

At the City of Ottumwa, we recognize the evolving landscape of work and the growing trend of telecommuting opportunities. Our telecommuting policy is designed to provide clear guidelines and support for employees who telecommute, ensuring their productivity, engagement, and overall well-being while promoting a healthy work-life balance.

All positions have been reviewed and classified if they are eligible for telecommuting. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with the City of Ottumwa. Approval for telecommuting is at the sole discretion of the Department Head and City Administrator and can be discontinued at any time. Physical presence at the employee's designated work location is the general expectation for all employees.

Please review the full Telecommuting Policy for further information.

ARTICLE 11. BENEFITS CONTINUATION - COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee;

a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage plus an administration fee. The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's rights and obligations. Contact the Human Resources Department for more information about COBRA.

ARTICLE 12. EMPLOYEE LEAVE POLICY

Eligible employees may request leave pursuant to the terms and conditions of the federal Family and Medical Leave Act (FMLA). If an employee does not qualify for leave under FMLA, eligible employees may qualify for a leave of absence for a period not to exceed one (1) year, unless otherwise stipulated by a collective bargaining agreement.

If an employee has accrued time off (sick, vacation, comp), they will use this time concurrently with FMLA or a paid leave of absence. If an employee has accrued time off and only qualifies for a personal leave of absence, they must exhaust the accrued time before taking an unpaid leave of absence.

The Department Head may authorize leave with pay, which will not be charged to vacation or sick leave, for the following reasons:

- For appearance in court, either as a member of the jury, or when required to appear as a witness in a criminal case. If the employee is required to appear as a witness in a civil case not involving the City or the employee is a Defendant in a criminal case, the employee will need to take accrued leave. When an employee appears in court pursuant to jury duty or as a result of a subpoena during regular working hours and receives full pay from the City, any jury or witness fees that the employee might receive except for mileage from the Court, will be turned over to the City Clerk's office.
- For attendance at an official meeting where the good of the City is involved, but within the budget allowance for this purpose. All leave with pay except those related to sickness or injury must be applied for in advance.

Please refer to the Leave of Absence Policy for more information.

ARTICLE 13. MILITARY LEAVE

In accordance with Iowa Code, Chapter 29A.28, "Leave of Absence of Civil Employees," all municipal employees when ordered by proper authority to active military service shall be

entitled to a leave of absence for the period of such active service without loss of pay during the first thirty days of such leave of absence.

- Active service for a period of less than thirty days: When such active service is for periods of less than 30 days, a leave of absence shall be required and the employee will be paid for those days that the employee would have normally worked. Payments will not exceed thirty (30) total calendar days in any calendar year.
- Active service for a period of more than thirty days: When such active service is for a continuous period greater than thirty days, this leave of absence will be without pay except 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 14. 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 15. 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.

ARTICLE 16. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The purpose of this Employee Assistance Program (EAP) policy is to provide our employees and their dependents with access to resources and support for addressing personal or work-related challenges that may affect their well-being, ability to perform their job effectively, and overall quality of life. We are committed to fostering a healthy and productive work environment. Our organization recognizes the importance of supporting employees' mental health and personal well-being. Therefore, we have established an Employee Assistance Program (EAP) to provide confidential, professional assistance to employees and their immediate family members. Our current EAP provider is CuraLink which can be reached at 1-888-881-LINC (5462).

The EAP ensures that all interactions and discussions between employees and EAP counselors remain strictly confidential, within legal limits. Information shared with the EAP will not be disclosed to supervisors, managers, or colleagues without the employee's written consent, unless required by law.

The EAP offers a wide range of support services, including but not limited to:

- a. Short-term counseling: Confidential counseling sessions with licensed professionals to address personal, family, or work-related concerns.
- b. Work-life balance assistance: Resources and guidance on managing stress, improving relationships, time management, and similar challenges.
- c. Referrals: Assistance in identifying appropriate resources and referrals for specialized needs, such as legal, financial, childcare, eldercare, or substance abuse services.
- d. Crisis intervention: Support for employees facing urgent and critical situations that may impact their well-being and ability to function at work.

All regular full-time and part-time employees, as well as family members in their home, are eligible to utilize the EAP services.

Employees can access EAP services by contacting the designated EAP provider's phone number or website. The EAP provider will arrange an initial appointment or assessment to identify the employee's needs and recommend appropriate resources.

The EAP services are provided at no cost to the employee or their immediate family members. Any additional services or treatments beyond the scope of the EAP may require the employee to seek coverage through their health insurance or other resources.

An employee may call directly for an EAP appointment or may be referred to the EAP if it is observed that the employee has a deterioration in work performance or attendance or other incidents which indicate a possibility of a personal problem.

- a. Consult with human resources, management or legal department to confirm the Formal Management Referral is appropriate
- b. Prior to meeting with the employee, contact the SupportLine program at 1-888-881-5462 for a consultation with a Care Advocate to review the process and discuss expectations.
- c. The SupportLine Care Advocate will provide the Referral Contact with a case number that the employee should reference when calling.
- d. The Care Advocate will send the Authorization for Disclosure of Records and Information (ROI) form. This form must be signed by the employee and a witness and returned to the Care Advocate.
- e. The employee should be instructed to contact SupportLine, typically within 24 hours, and reference their case number.
- f. A Formal Referral Specialist (FRS) will be assigned to the case and will provide compliance updates to the Referral Contact at the agreed upon frequency and per the agreed upon method of communication. If the employee is compliant and completes all recommended services, a completion letter will be sent to the Referral Contact.
- g. If the employee is not compliant, the Referral Contact will also be notified.
- h. If the employee chooses not to accept assistance at this time, the supervisor should reinforce the expectation for improved performance and the consequences for failure to improve. The supervisor should also point out that the EAP will be available should the employee change his\her mind in the future. The discussion of the EAP as an option should be clearly documented by the supervisor.
- i. The supervisor will be sensitive to the employee's needs while the employee is involved in the program and participate, as needed, in the continuing recovery plan.

It is expected that city employees will comply with any referrals for diagnosis and cooperate with prescribed counseling or therapy. Employees who refuse evaluation, diagnosis and treatment, if indicated, will be handled in accordance with standard administrative disciplinary policies for unacceptable job performance. The City of Ottumwa EAP is not to be considered a substitute for disciplinary action and failure to receive treatment and to make satisfactory progress will result in the employee being subject to normal disciplinary procedures.

Time away from work will be treated the same as for any other absence due to illness, injury, or for personal reasons. An employee may use accumulated available sick leave, vacation, personal days and/or compensatory time during the treatment if the employee must be absent. It is the responsibility of the employee to advise his/her department immediately of the need to be absent from work. An unpaid leave must be requested for any portion of leave time not covered by paid leave, pursuant to standard procedures.

In cases of drug and alcohol abuse treatment, the treatment must be provided in an approved facility. The employee or dependent must be sure that the facility is approved before entering. Employees or dependents that receive alcohol and/or drug abuse treatment are expected to participate in follow-up therapy. In cases where the employee is referred to a treatment center in lieu of discipline, the employee must remain for the full course of treatment or the employee will be subject to the originally planned discipline. The cost of drug and alcohol abuse treatment will be paid by the employee subject to any coverage by the City's group health insurance program.

An employee who must be absent from work because of counseling or treatment shall be returned to his/her regular position with full benefits and seniority afforded other employees with medical problems if the position has not been filled. The department head will require the returning employee to furnish a return to work release.

ARTICLE 17. ACCIDENT REVIEW

All City employees are responsible for promptly reporting any accidents or near misses that occur while they are on duty. Employees who fail to report any accident will be subject to discipline up to and including termination. A Police report must be filed for all motor vehicle accidents involving on duty City employees and City vehicles. It is the responsibility of the vehicle operator, unless totally incapacitated by the accident, to make sure a Police report is filed. The vehicle operator is also responsible for promptly completing employee accident report forms, which may be obtained from the Department Heads or the Finance Director. All accidents involving City vehicles shall be reported to the Police Department and an officer may be dispatched to do the initial investigation and to complete an accident report. The officer will perform a full investigation to determine if the accident was caused as a result of violating a City or State traffic law. The Police Department will forward a copy of all reports made to the Finance Director. Depending on the circumstances of the accident, the Sheriff's Department or the Iowa State Patrol may be called to perform an investigation.

Department Heads and supervisors are responsible for reviewing all reports related to accidents or near misses, ensuring the completion of all reports, providing additional information as needed and for promptly forwarding all reports to the Finance Director.

The Risk Manager shall be empowered to review all personal injury accidents and Workers' Compensation claims and all records and information relating to such incidents.

The Risk Manager shall have the right to require written reports from such persons as the Risk Manager shall deem appropriate for the proper determination of the facts surrounding each accident and shall have access to such documentary evidence as may be needed to complete the Risk Manager's investigation. Before making a determination, the Risk Manager will fully investigate each accident or near miss. The procedure for investigation will be established by the Risk Manager.

Following investigation, the "Class" of accident will be determined by the Risk Manager. The decision should be made in a fair, unbiased and objective fashion. Each case must be reviewed on a case-by-case basis. Once a recommendation has been made, both the Employee and the Department will be promptly advised in writing by the Risk Manager. **It will be the Department Head's responsibility to administer disciplinary action after notification from the Risk Manager of the "Class" of accident determination.**

The Employee may appeal the Risk Manager's ruling in writing, submitted to the City Administrator within ten (10) working days of the dated written notice sent to the Employee of the findings/actions. The City Administrator shall review the appeal, may interview the employee, witnesses, and will speak to the Department Head and/or Supervisor. Within thirty (30) days of the receipt of the written notice by the Employee, the City Administrator may affirm, modify, or reverse the ruling based upon the merits presented at the appeal.

All personal Bodily Injury Forms must be properly completed and forwarded to the City Administrator or designee for distribution. This allows the employee, supervisor and Department Head an opportunity to submit factual as well as subjective information to the Risk Manager who will determine whether or not an employee was negligent in actions which contributed to the accident or near miss.

The determination of negligence will be based on all information presented and not exclusively on a violation of the City or State traffic codes. The Risk Manager may have the following information available to them when reviewing an employee's motor vehicle accident.

1. Possession of valid license
2. Driving experience with the City
3. State driving record

Procedures:

1. The following will be classified as vehicle/equipment accidents for the purpose of review by the Risk Manager.

- a. Property damage to a third party
 - b. Damage to City vehicle or City property
 - c. Bodily injury to a third party as a result of an accident
 - d. Bodily injury to employee
2. Definitions:
- a. Unavoidable – an accident/incident which resulted in a finding of nonfault.
 - b. Minor, but avoidable – the accident is one that poses minimum danger to life and property, a mistake.
 - c. Avoidable/mitigating circumstances – an accident with extenuating circumstances.
 - d. Avoidable/negligence – the individual responsible for the act or action had a duty and that duty was violated. The act caused the accident. Damages resulted.
 - e. Avoidable/Carelessness – the individual responsible for the act or action carelessly violated a law or one or more specific safety policies and procedures.
 - f. Negligence with intent – act or actions which demonstrate an intentional lack of care or caution of consequences marked by total disregard for caution when that person should have realized it.
3. Accident Causes
- a. Worker's Compensation accidents can usually be broken down generally into two causes:
 - i. an UNSAFE ACT - usually account for 85% of accidents
 - 1. Making safety devices inoperable
 - 2. Failure to use guards provided
 - 3. Using defective equipment
 - 4. Servicing equipment in motion
 - 5. Failure to use proper tools or equipment
 - 6. Operating machinery at unsafe speed
 - 7. Failure to use proper tools or equipment
 - 8. Operating without authority
 - 9. Lack of skill or knowledge
 - 10. Unsafe loading or placing
 - 11. Improper lifting, lowering or carrying
 - 12. Taking unsafe position
 - 13. Unnecessary haste
 - 14. Influence of abusive substances
 - 15. Physical limitation or mental attitude
 - 16. Unaware of hazard
 - 17. Unsafe act of another
 - ii. an UNSAFE CONDITION – usually account for 15% of accidents
 - 1. Inadequate guards of protection

2. Defective tools or equipment
3. Unsafe condition of machine
4. Congested work area
5. Poor housekeeping
6. Unsafe floors, platforms, stairways
7. Improper material storage
8. Inadequate warning system
9. Fire or explosion hazards
10. Hazardous substances
11. Inadequate ventilation
12. Excessive noise
13. Inadequate illumination
14. Hazardous atmosphere: gases, dust
15. Fumes or vapors

All unsafe conditions should be reported immediately to the supervisor.

4. Accidents Involving On-Duty Employees Operating City-Owned Vehicles:

When available and if the severity of damage necessitates it or the accident involves an injury, an outside law enforcement agency may be requested to conduct the investigation. This will require supervisors and officers to use their discretion as to whether an outside agency will be contacted. If the Police Department does investigate the accident, the investigating office will then forward the accident report as well as any other paperwork relating to the investigation to the City Administrator or designee, who will determine whether a traffic citation should be issued and, if so, to whom.

The Police Department is not precluded from taking enforcement action against any driver for those violations that are incidental to the accident, such as drunk driving or driving under suspension. The Police Department may also arrest any driver or occupant for a criminal offense that may be observed. City employees may also be subject to drug and alcohol testing based upon the City's Substance Abuse Policy set out in Article 35.

ARTICLE 18. WORKER'S COMPENSATION/ RESTRICTED DUTY ASSIGNMENTS

Employees who are injured on the job could be eligible for worker's compensation coverage. IMWCA is the City's Worker's Compensation administrator for employees.

Process

The Employee is required to promptly report any injury by calling the "Company Nurse" telephone number. If the injury is severe and the employee is unable to call, the employee should

seek immediate treatment and the employee's immediate supervisor will make the report. This number may be accessed in each department or from Human Resources.

Failure to report an injury promptly without a reasonable explanation may result in disciplinary action against an employee, the supervisor if he/she fails to report the injury, and potentially could result in a denial of work related injury benefits.

The "Company Nurse" will direct the injured employee for treatment. Employees are required to follow all treatment protocol as directed. Medical bills for treatment are to be forwarded to the Human Resource Department if not sent directly to IMWCA.

The City will follow all IMWCA and Iowa Code policies pertaining to leave and payments during that time.

*Employees covered under MFPRSI will follow the same process as outlined here. Payment during an injury will be processed through the City, not IMWCA.

Please refer to our Leave of Absence Policy pertaining to pay during leave.

Restricted Duty Assignments

The City of Ottumwa has established a policy for employees to Return-to-Work or Light Duty assignments after injury or illness for employees who are unable to return to their regular job classifications. This includes employees who are temporarily unable to perform the full functions of their position.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resource department (HR).

For further information, please refer to our current Return-to-Work/Light Duty Policy.

ARTICLE 19. EMPLOYEE PHYSICALS AND MEDICAL SERVICES

This policy is established relative to physical examinations for new employees and for medical services for work related injuries and illnesses. The purpose of the policy is to establish a designated Physician or Clinic to perform physical examinations for all new City employees including Police and Fire and to perform medical services for all work related injuries and illnesses. Emergency care will be handled by the Emergency Department of Ottumwa Regional Health Center if after the doctor's regularly scheduled office hours or in case of medical emergencies. New employee physicals are required for all regular full and part-time employees, which also

includes a drug screen and a hearing baseline test. Lifeguards will be required to undergo a drug screen prior to employment. Those physicals are currently conducted by Occupational Health at the Ottumwa Regional Health Center. Drug testing will also occur at the Ottumwa Regional Health Center. All pre-employment physicals and drug testing are paid for by the City.

Any work related injury shall be reported to the on-call Company Nurse promptly. Please see Article 18 for further information regarding Worker's Compensation claims. Under the Iowa Worker's Compensation law Chapter 85, the City is authorized to choose the medical care provided for employees who are injured on the job.

Any employee who is required to hold a CDL pursuant to his/her position, may be required to undergo drug and/or alcohol testing as a result of any accident while on duty.

ARTICLE 20. FITNESS FOR DUTY

Fitness for Duty:

The City endeavors to provide a safe workplace. This policy applies when an employee is having observable difficulty performing his/her work duties in a manner that is safe for the employee and/or for his or her co-workers, or is posing a safety threat to self or others.

The purposes of this fitness-for-duty policy are:

1. To promote the safety and health of employees and citizens
2. To establish procedures by which the City can evaluate an employee's ability to safely and competently perform her/his duties when a health or safety problem arises; and
3. To comply with applicable law.

Procedures:

1. Employees are responsible for managing their health in such a way that they can safely perform their essential job functions, with or without reasonable accommodation, e.g., employee with the flu should stay home, and employees taking medications that advise against driving should not drive.
2. Employees at work or on-call must remain in a fit condition for the entire period.
3. Supervisors may refer employees for a fitness-for-duty evaluation as provided by these procedures.
4. Before a supervisor refers an employee for a fitness-for-duty evaluation, the Human Resources Manager must approve the evaluation unless the circumstances require immediate action. As an alternative to requiring an employee to submit to a fitness-for-duty evaluation, the supervisor may send the employee home with pay on an administrative leave pending a determination whether to require a fitness-for-duty evaluation.
5. Application of this policy is not intended as a substitute for other City policies or procedures related to performance. In addition, application of this policy is not a substitute

for discipline. In any situation involving misconduct or violation of City policy, disciplinary action may be taken.

6. The City will pay the cost of fitness-for-duty evaluations and will pay the employee for time spent in the fitness-for-duty evaluation.
7. An impartial, independent healthcare evaluator, with appropriate expertise in areas including one or more of the following: medical, psychological, alcohol, or other drug conditions, will conduct a fitness-for-duty evaluation.
8. The City will make the final determination of an employee's fitness-for-duty status.
9. An employee referred for a fitness-for-duty evaluation will be relieved of duties pending completion of the evaluation. Generally, the employee will be placed on administrative leave.
10. When an employee is found to be unfit for some or all duties, his or her employment status will be determined on a case-by-case basis, in accordance with City policy and practice and applicable law. The employee may be placed on a medical leave, intermittent leave, or restricted duty.
11. An employee's pay status while fitness for duty is being determined will depend on his or her employment status and the facts of the case.
12. In all cases, the City must receive a "return-to-work/fitness-for-duty form" from the independent evaluator before an employee may return to full or restricted duty.
13. In most cases, a re-entry conference with the supervisor and the Human Resources manager (if appropriate) will occur prior to the employee's return to work.
14. Noncompliance with a request for a fitness-for-duty evaluation may be considered insubordination and constitute cause if disciplinary action is warranted. False information or the omission of information in the course of a determination of the employee's fitness for duty may also lead to discipline. Employees are expected to fully cooperate with a determination of their fitness for duty.
15. Confidentiality/privacy
 - a. Records of fitness-for-duty evaluations will be treated as confidential medical records and be kept separate from existing personnel files; this information will be shared only as permitted by law.
 - b. After an evaluation, information available to the employee's supervisor will be limited to:
 - i. Whether a person is fit to resume some or all of his or her job duties
 - ii. Whether a person is a direct threat to self or others
 - iii. Whether a person needs specific reasonable accommodations

This policy may be modified without notice in order to comply with applicable law.

Fitness-for-Duty Certification

Employee: _____

Department/Location: _____

Status: ___ Full time ___ Part time On leave since: _____

You have my permission to have a healthcare provider contact the healthcare provider indicated on this certification for purposes of clarification related to this serious health condition, if necessary.

Signed: _____ Date: _____

(Information below to be completed by healthcare provider)

Effective as of this date, the above named employee is hereby certified as fit to resume work duties as follows:

___ Full-time duties, no restrictions

___ Full-time duties, with the following restrictions (conditions and duration):

___ Part-time duties, no restrictions

___ Part-time duties, with the following restrictions (conditions and duration):

Intermittent duties, with the following restrictions (conditions and duration):

Name of healthcare provider: _____

Address: _____

Telephone: _____

Type of practice/ specialty: _____

Signed: _____ Date: _____

ARTICLE 21. PERSONNEL FILES/EMPLOYEE ACCESS

It is the policy of the City of Ottumwa that personnel files contain all information relevant to the employment history of each city employee. It is the policy of the City of Ottumwa to permit access by all city employees to their own personnel files and to provide for correction of any erroneous information maintained in such files. Only information related to job performance or business necessity will be maintained in these files.

1. Official personnel files shall be kept at City Hall in the Human Resource office. As the City transitions to an electronic HRIS (UKG), these files may also be held within the system but maintained by Human Resources. The HRIS meets the requirements as established in sections 107 and 209 of the Employee Retirement Income Security Act of 1974, as amended (ERISA) pertaining to maintenance of records.
 - a. Personnel files include all relevant employee information including the following: application for employment, commendations; certificates of completion of any special training, class or degree program; performance evaluations; notices of employee counseling, reprimands, suspensions and any other disciplinary actions; discrimination complaints and statements of grievances. Copies of any performance evaluations and disciplinary actions shall be forwarded to the City Administrator for review.
 - b. All medical information will be kept in a separate Medical file. This will include leave of absence requests, doctor's notes and results of medical exams required by the City.
 - c. All Confidential information will be kept in a separate confidential file. This will include background checks, employment / payroll verification.
2. City employees will be permitted access to their employment files during normal office hours in the Human Resource office, provided that the employee has requested in writing access to their own file. Employees will be permitted to examine, take notes and make copies of any materials contained in their file. Employees wishing to examine their files must have the permission of their supervisor or department head to leave the job. The Human Resource Manager or the person designated by the City Administrator must be present during this examination and may require 24 hour advance notice or schedule review in advance at such time as mutually agreeable.
 - a. If there are files that are electronic, the employee will be permitted to view those items through the current HRIS.
3. An employee may request correction of any alleged misinformation contained in these files. If this request is denied, the employee will receive an explanation of the reason thereof, and will be permitted to place a concise statement of disagreement in the file.
4. Access to the employee's personnel file will be limited to the employee, the employee's department head, Human Resource Manager or representative, City Administrator, by the lawful custodian of the records, or by another person duly authorized to release information, unless otherwise ordered by a court.
5. Except when authorized by a statement signed by the employee or former employee, no information concerning the employee will be given to an outside source other than: confirmation of employment, confirmation of salary, dates of employment, job title, and department as well as any information considered public records pursuant to Iowa Code Chapter 22, as it may be amended from time to time. It should be noted that under Iowa Code Section 22.7(11)(a)(5) the fact that an employee resigned in lieu of termination, was

discharged, or was demoted as the result of a disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion is considered public record. A demotion is interpreted as changing an employee from a position in a given classification to a position in a classification having a lower pay grade.

6. All requests for information pertaining to current or previous employment with the City will be forwarded to the Human Resource Manager.

ARTICLE 22. PERFORMANCE EVALUATIONS

It is the policy of the City of Ottumwa to ensure that city revenues are appropriately spent on wages by periodically evaluating the job performance of each employee. It is the policy of the City that each employee may receive an evaluation annually by his/her supervisor. This procedure will assist in employee performance improvement, assist the employee in setting goals, and determining training if necessary.

1. The job performance of each employee will be evaluated by his/her supervisor at the completion of thirty (30) days of the employee's anniversary date.
2. The evaluations shall be conducted privately between the employee and the supervisor at a time and place designated by the department head.
3. The job performance of each department head will be evaluated by the City Administrator at least once a year and before receiving any merit increases.
4. Each employee shall receive a written copy of the results of the evaluation. The form of the evaluation shall be prescribed by the City Administrator. The employee will be asked to sign the evaluation to indicate that he/she has discussed it with his/her department head. A refusal to sign the evaluation shall be so noted on the form.
5. A portion of the evaluation shall consist of designating areas where improvement is needed. At the time of the next evaluation, the evaluator shall note whether improvement has been achieved in those areas.
6. The evaluation shall become a part of the employee's personnel file.

ARTICLE 23. ACCESS TO CITY ADMINISTRATOR

Employees may have access to the City Administrator to present complaints, disputes or disagreements for which union grievance procedures or Civil Service procedures are not applicable. Before employees meet with the City Administrator they shall first present their complaints, disputes or disagreements in a timely fashion through their departmental chain-of-command and/or Human Resource Manager. In the event that such use of the chain of command constitutes part of the complaint or dispute, the employee may request a confidential hearing with the City Administrator by confidential written request.

ARTICLE 24. CYBERSECURITY

The use of electronic mail and the Internet is necessary for City employees, elected officials, and others serving in an official capacity with the City to communicate with each other more efficiently and to provide superior customer service, increase productivity, and provide opportunities for professional growth. The City encourages the use of these media and associated services because these communications and access to information are useful in conducting City business. It remains, however, that electronic media and services provided on or through City devices are City property and their purpose is to facilitate City business. The goal of this policy is to encourage the responsible and prudent use of this resource.

With the rapidly changing nature of electronic media, this policy cannot establish rules to cover or anticipate every possible situation. This policy is intended to express the City's philosophy and establish general principles to be applied in the use of electronic media and services on City property or with City-owned devices.

Please refer to our Cybersecurity Handbook which outlines the following seven (7) policies:

- General Email/Internet Security and Use
- Personally Identifiable Information and Protected Personally Identifiable (PII) Information Requirements Applicable to all Federal Awards (PII)
- Cell Phone (revision to policy #56-2015)
- Bring Your Own Device (BYOD)
- Acceptable Use
- Online Social Networking
- SAQ Point-to Point Encryption (P2PE)

ARTICLE 25. DISCIPLINARY PRACTICES/PROCEDURE

Certain rules and regulations governing the conduct of all City employees must be adhered to by all employees in order to ensure safe, efficient and successful operation of city functions. This policy is not intended to abrogate the appointing authority's discretion to discipline and/or terminate an at will employee.

To ensure a safe, efficient and effective working environment, city employees need to adhere to city and departmental rules regarding appropriate conduct on the job. It may sometimes be necessary for a supervisor to take disciplinary action with an employee. The City is committed to a policy of progressive discipline. Progressive discipline is defined as a series of disciplinary measures, ranging from employee counseling to discharge of an employee, designed to effectively correct problems as they occur and to let an employee know if his/her conduct is inappropriate.

However, the City reserves the right to terminate promptly or bypass progressive disciplinary steps in the event of flagrant and/or intentional misconduct.

The following items will be considered to be infractions subject to disciplinary action up to and including discharge from employment. This list is not all inclusive of all acts that may be subject to disciplinary action and are illustrative only, but not limited to, the types of behavior for which disciplinary action may be taken.

- Gifts, Gratuities, Fees, Rewards, Loans – Employees shall not, under any circumstances, solicit or accept any gift, gratuity, loan, reward, or fee when there is any direct connection between it and their Department or employment. Employees must abide by the State’s Gift Law, Iowa Code Chapter 68B, as it may be amended from time to time.
- Controlled Substances – Employees shall not use controlled substances other than those prescribed to them by a physician.
- Drugs – No employee shall be at work while under the influence of drugs or be unfit for work because of their excessive use. This includes the abuse of prescription drugs.
- Alcohol – No employee shall report to work while under the influence of alcohol or drink alcohol while at work.
- False Injury Claims - Employees injured while not at work shall not falsely claim it to be an injury while on the job.
- Embezzlement – theft or misappropriation of funds, equipment or property placed in one’s trust or belonging to the City.
- Employee Arrested or Cited - An employee who has been arrested or cited for any criminal violation shall immediately notify the Human Resource department in writing. Conviction of a crime closely or directly related to the ability of the employee to perform his/her job effectively.
- Policies - Employees shall observe and obey the lawful verbal and written rules, duties, policies, procedures and practices of the City of Ottumwa.
- Professional Conduct - Employees shall conduct themselves toward the public in a civil and professional manner that indicates a service orientation and that will foster public respect and cooperation.
- Performance - Employees shall perform their duties in a manner which shall maintain the highest standards of efficiency in carrying out the functions and objectives of the City. Unsatisfactory performance may be demonstrated by an unwillingness or inability to perform assigned tasks or a failure to conform to work standards established for the position.
- Willful, careless, and/or repeated violation of departmental rules, which have been properly posted, standard operating procedures, or any other rules or regulations promulgated by the City.

- Falsification, alteration, deletion of required information or failure to include material information on any application or City record Punching the time clock or unauthorized completion of a time slip for another employee.
- Abusive, improper treatment during the performance of duty to any member of the public, fellow employee or City official, including harassment on the basis of race, creed, color, sex, national origin, religion, age, sexual orientation, marital status, mental or physical disability, or any behavior or harassment which has the effect of producing a hostile work environment.
- Sleeping On the Job - Employees shall not sleep on the job.
- Judgment or Condition - No employee shall report to work or be on the job when his/her judgment or physical condition has been impaired by alcohol, medication, or other substances.
- Use of Equipment – Employees are accountable for the proper use and care of any property or equipment assigned to them, used by them, or placed in their care. Equipment shall not be used in a manner not specified in procedure, directives, training, or in a fashion other than the intended use. If equipment is broken or malfunctions, the employee shall report it to the appropriate person in prescribed manner.
- Committing Unsafe Acts – Employees shall not commit acts or behave in such a manner that has the potential for endangering or injuring themselves, another person, or property. Disregard for safety policies and procedures, including proper use of safety gear, clothing or equipment.
- Cooperation with Employees, the Public and Other Officials – Employees shall not engage in disorderly or abusive/violent conduct with other members and/or personnel from other City departments or agencies as well as the public.
- Safe Driving – The driver of any City vehicle shall operate said vehicle in a reasonable and safe manner, exercising due caution and judgment, following all state and federal traffic regulations, including the mandatory use of seatbelts within City vehicles.
- Possession of Firearms or Explosives – Possession of firearms or explosives on City property are prohibited by City employees except by certified police officers, those certified by the Iowa Law Enforcement Academy and currently the Deputy Fire Chief.
- Reporting for Work – Employees shall be punctual in reporting for work at the time and place designated by their supervisor(s). Employees shall not provide a false excuse for an absenteeism for which pay is received.
- Employees are required to maintain valid driver's license, and any endorsements required in said job description.
- Insubordination.
- Employees are required to maintain all licenses and/or certifications that are necessary to fulfill the requirements of the job.
- Violation of city or departmental rules, regulations, policies and procedures.

- Refusal or failure to answer questions in an internal investigation. If an employee answers questions in an internal investigation, then the information obtained during the investigation cannot be used in a criminal prosecution case against the employee.
- Supervisors should not engage in any inappropriate relationships with their employees.
- Employees shall not abuse sick leave or dependent sick leave.
- Smoking on the job or in any city vehicle except during breaks in a designated location.
- Fighting, or threatening violence in the workplace/
- Horseplay, boisterous or disruptive activity in the workplace or practical jokes that are carried too far.
- Any other act, which is not in the best interest of the City.

The Disciplinary process includes the following forms:

- Oral reprimand reduced to writing.
- Written reprimand.
- Suspension.
- Demotion.
- Termination

Depending on the severity of the misconduct, all or some of these progressive disciplinary steps may be waived and the employee may be terminated. Termination must be with the recommendation of the City Administrator or designee.

DEFINITIONS: For a period of time during which the employee will not be working for the City of Ottumwa.

1. Punishment – suspension carries with it a censure for misconduct on the part of the employee.
2. Pay – during the suspension the employee will receive no pay.
3. Return To Work – return to work after the suspension is at the sole discretion of the City.

Suspension is when an employee is suspended due to an act or behavior that is unacceptable by the Employer.

1. Employee will be placed on suspension.
2. Employee will receive no pay while on said suspension.
3. Return to work after the suspension at the sole discretion of City.

Layoff is when an employee is placed on lay-off status due to the reduction in the employees regularly scheduled work hours.

1. No punishment.

2. Employee could be eligible for unemployment benefits and could utilize any accumulated leave, excluding sick leave.
3. Sole discretion of the City.

ARTICLE 26. GRIEVANCE PROCEDURE

Definition. A grievance is defined as a timely filed claim by an employee which alleges that there has been a violation of the employee's rights. Should an employee claim a grievance, it shall be processed in the following manner:

Informal Step. The employee shall first discuss the problem with the immediate supervisor in an attempt to resolve the problem informally. If the problem is not settled to the employee's satisfaction, the following procedure should be used.

Step one. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts. The written grievance must be submitted to the immediate supervisor no later than seven (7) working days after the occurrence upon which the grievance is based or the grievance is waived. The immediate supervisor shall give a written answer to the aggrieved employee within seven (7) working days after the grievance is presented to the supervisor.

Step Two. If the grievance is not settled in Step One and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Department Head or his designee within seven (7) working days after receipt of the immediate supervisor's written answer or the grievance is waived. The Department Head will give a written answer to the aggrieved employee within seven (7) working days after the grievance is presented to the Department Head.

Step Three. If the grievance is not settled in Step Two, the grievant may submit the grievance to the **Human Resources Director** and the City Administrator within seven (7) working days of the receipt of the Department Head's written answer or the grievance is waived.

The City Administrator shall give a written answer to the aggrieved employee within ten (10) working days after the grievance is presented.

All completed copies of the grievance shall be forwarded to Human Resources and placed in the employee's personnel file.

A Civil Service employee shall request a hearing before the Civil Service Commission according to Chapter 400, Code of Iowa, if applicable. The Civil Service Commission shall decide whether or not the grievance is within the scope of the Commission's responsibilities prior to agreeing to hear the grievance.

ARTICLE 27 – EMPLOYEE PRIVACY

Employees have a reasonable expectation that offices, desks, lockers, file cabinets, etc. that are assigned to them will not be exposed to indiscriminate examination by other employees. However, the City does retain the right to enter an employee’s office, desk, file cabinets, etc. for work related purposes.

No employee shall enter another employee’s office, desk, file cabinet, locker, or similar “private” area, unless:

1. Authorized by the person who has control of the office or equipment;
2. Necessary for the proper conduct of City business;
3. Authorized by a Supervisor/Department Head for the purpose of investigating employee misconduct;
4. Part of an inspection; or
5. In response to an emergency situation.

Employees are cautioned that personal items may be inadvertently observed during the above situations. If an employee is concerned that this may happen, personal items should be stored elsewhere.

ARTICLE 28 – VIOLENCE IN THE WORKPLACE

The City of Ottumwa does not tolerate violence in any form or the threat or perception of violence by or against any employee while performing his or her official duties, or due to the employee’s official duties, wherever those duties are performed. Additionally, the City of Ottumwa recognizes an individual’s right to bear arms in accordance with state and federal laws afforded by the Second Amendment of the United States Constitution and the State of Iowa. The City is not liable for any wrongful or negligent act or omission related to actions of persons or employees who carry a concealed weapon.

Unless specific job duties require it, the ability to carry a concealed weapon is not within the scope of employment and is not a condition of employment. Nothing in this policy should be interpreted to require or encourage any employee who lawfully possesses a weapon to use it in defense of others.

An employee in violation of this policy will be subject to discipline up to and including termination of employment.

For additional information regarding the City of Ottumwa’s expectations of its employees who wish to carry a concealed weapon while engaged in the duties of their employment, please reference the Workplace Violence and Threats Prevention Policy.

ARTICLE 29 – DRESS CODE

CITY HALL EMPLOYEES:

Business Attire Policy: Business Casual Dress Code:

The City of Ottumwa expects its City Hall employees to dress appropriately in business casual attire. Because our work environment serves customers, professional business casual attire is essential. Customers make decisions about the quality of our services to the community based on their interaction with you. Employees must be neat, clean and well-groomed with proper hygiene.

Consequently, business casual attire includes suits, dress pants, capris, jackets, shirts, skirts and dresses that, while not formal, are appropriate for a business environment. Examples of appropriate business attire include a polo shirt with pressed khaki pants, a sweater and shirt with corduroy pants, and a jacket, sweater, and skirt and leggings as part of a dressy ensemble and with a top that covers the rear end. Jeans, t-shirts, shorts, short skirts, tube tops, tank tops with shoulder strap width of 3 inches or less, and spaghetti straps (unless covered by a jacket), halter tops, low-cut blouses or sweaters, low cut shirts, blouses and sweaters, spandex or Lycra, clothing that is tight and suggestive, sweatpants, workout gym clothing, swim wear, and footwear such as flip flops are not appropriate for business casual attire. Open toed dress sandals for women are appropriate unless as directed by the Department Head due to the need to perform field inspections or work responsibilities outside of the office.

Be considerate and thoughtful regarding clothing that other employees might find offensive or that might make coworkers uncomfortable. This includes clothing with profane language statements or clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity. Clothing may not be revealing, in disrepair (torn, ripped or ragged) and cannot promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to customers should be the factors that are used to assess that you are dressing in business attire that is appropriate.

Although it is impossible to establish an absolute dress and appearance code, the City of Ottumwa will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his or her department head.

City Hall staff performing field inspections should wear clothing commensurate with the tasks they are performing, keeping in mind that attire should project a professional image. Staff may wear trousers, jeans, knit shirts with collars, city logo shirts and dress shirts. Attire should be clean, in good repair and suitable to employees in a professional position. Jeans are permitted if the staff member is actually performing field inspections or as approved by the Department Head. Closed toed shoes, as designated by the Department Head, are required.

Visible tattoos are permissible. However, any tattoo that would include profane language, promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images should be covered. Tattoos on the face will not be permissible. Tattoos on the chest shall be covered.

Nose rings, eyebrow rings, gauge earrings, lip rings or studs are prohibited and cannot be worn in the workplace. Gauge earrings will need to be removed and have nude or clear plugs inserted while working. Earrings and small nose studs are allowed. Tongue piercings are permissible if they do not interfere with clear speech. Other visible body piercings are prohibited.

Every effort will be made to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for that employee to comply fully with the dress code policy. Employees should contact the City Administrator to request such a reasonable accommodation. The City will reasonably accommodate a staff member in terms of workplace attire unless the accommodation creates an undue hardship such as safety issues.

When applicable, protected concerted activity covered by the National Labor Relations Act (NLRA) or a City collective bargaining agreement is not prohibited by this policy. Wearing union insignia or displaying a union logo on clothing may be viewed as a form of protected concerted activity.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire. If a supervisor or Department Head decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy. Hourly paid staff members will not be compensated for any work time missed because of a failure to comply with designated workplace attire and grooming standards.

Employees may face more severe consequences up to and including termination if they violate the dress code repeatedly.

Business Attire Policy: Casual Dress Code:

The City of Ottumwa will allow employees to dress appropriately in business attire of a casual nature on Fridays. On this day of the week, employees may wear jeans which are appropriate, not ripped, torn or revealing. We expect that your business attire, although casual, will exhibit common sense and professionalism.

Employees are expected to demonstrate good judgment and professional taste. Courtesy to coworkers and your professional image to coworkers should be the factors that are used to assess that you are dressing in business attire that is appropriate.

In addition, at the discretion of the City Administrator, in special circumstances, such as during unusually hot or cold weather or during special occasions, staff members may be permitted to dress casually. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.

Council Meetings:

Business Attire Policy: Formal Dress Code:

The City of Ottumwa expects employees to dress appropriately in business attire during Council meetings and work sessions. Because these meetings are televised, professional business attire is essential to promote the professional competency of city staff.

Business attire includes suits, dress shirts and dress pants, dresses and skirts that are typical of business formal attire at work.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to clients should be the factors that are used to assess that you are dressing in business attire that is appropriate.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.

OTHER NON-CITY HALL CITY EMPLOYEES:

Certain staff members in the Fire, Police, and Transit departments have a separate dress code and require staff to wear specific uniforms or attire. Policies are in place for each of those departments.

Public Works, Parks, Airport, Landfill, Recycling and Water Pollution Control employees will be neat, clean and well-groomed with proper hygiene. Jeans, t-shirts and work shirts are appropriate. Foot wear will be according to that department's internal policy.

Do not wear anything that other employees might find offensive or that might make coworkers uncomfortable. This includes clothing with profane language statements or clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity. Clothing may not be revealing, in disrepair (torn, ripped or ragged) and cannot promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to the public should be the factors that are used to assess that you are dressing appropriately.

Although it is impossible and undesirable to establish an absolute dress and appearance code, the City of Ottumwa will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his or her department head.

Visible tattoos are permissible. However, any tattoo that would include profane language, promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images should be covered. Tattoos located on the face will not be permissible. Tattoos located on the chest must be covered.

Nose rings, eyebrow rings, gauge earrings, lip rings or studs are prohibited and cannot be worn in the workplace. Gauge earrings will need to be removed and have nude or clear plugs while working. Earrings and small nose studs are allowed. Tongue piercings are permissible if they do not interfere with clear speech. Other visible body piercings are prohibited.

Every effort will be made to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for that employee to comply fully with the dress code policy. Employees should contact the City Administrator to request such a reasonable

accommodation. The City will reasonably accommodate a staff member in terms of workplace attire unless the accommodation creates an undue hardship such as safety issues.

When applicable, protected concerted activity covered by the National Labor Relations Act (NLRA) or a City collective bargaining agreement is not prohibited by this policy. Wearing union insignia or displaying a union logo on clothing may be viewed as a form of protected concerted activity.

Employees who wear attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate attire. If a supervisor or Department Head decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy. Hourly paid staff members will not be compensated for any work time missed because of a failure to comply with designated workplace attire and grooming standards.

Employees may face more severe consequences up to and including termination if they violate the dress code repeatedly.

ARTICLE 30 – CONFLICTS OF INTEREST

Employees have an obligation to conduct City business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the employee's supervisor as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership interest in a firm with which the City does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the City. Specific questions can be addressed to the City Administrator.

ARTICLE 31 – SMOKING

Iowa's Smokefree Air Act prohibits smoking in any public place where the public is invited or permitted. Smoking is strictly prohibited in all enclosed areas within places of employment within the City, such as work areas, private offices, garages, hangars, conference and meeting rooms, classrooms, auditoriums, employee lounges, hallways, restrooms, elevators, stairways and stairwells, and any and all vehicles owned, leased, or provided by the City for use by City employees. Smoking is also prohibited while working on the job. Smoking may occur only during appropriate break times and in designated locations.

ARTICLE 32 – SUBSTANCE ABUSE POLICY

GENERAL POLICY:

The City of Ottumwa is committed to providing and maintaining a safe and healthy work environment free from the influence of alcohol and drugs. To that end, the City is adopting this Substance Abuse Policy.

The city recognizes that its own health and future is dependent upon the physical and psychological health of its employees. It is the right, obligation and intent of the City to maintain a safe, healthy and efficient working environment for all of its employees and to protect the public, as well as City property, equipment and operations.

The City also maintains an Employee Assistance Program which provides help to employees who seek assistance for alcohol or drug abuse and other personal or emotional problems.

With these basic objectives in mind, the City has established the following with regard to use, possession or sale of alcohol or drugs. Compliance with the City's Substance Abuse Policy is a condition of employment and covers all City employees whether or not they are covered by the Federal Motor Carrier Safety Administration or the Federal Transit Administration drug testing requirements. This zero tolerance policy covers alcohol as well as any illegal substance as defined by Iowa and/or Federal Statutes or Regulations. The City intends to take serious disciplinary action, up to and including termination, against an employee who violates the City's Substance Abuse Policy.

SCOPE:

All employees.

TESTING:

Pre-Employment Testing:

1. All potential new employees, full-time, part-time, seasonal, temporary, job training workers and work release workers and any other employees covered by the City's workers' compensation policy shall be tested as a part of the City's pre-employment physical.
2. Notice of testing will be part of all notices of advertisement soliciting applicants for employment and on the application form. All applicants shall be verbally informed of the requirement during the first interview.

Federally Required:

The City is required to test employees who operate a commercial motor vehicle or employees who operate transit vehicles under the authority of the Federal Motor Carrier Safety Administration or the Federal Transit Authority. The City will comply with the requirements of the respective authority for the federal required test.

Reasonable Suspicion:

The City may require a specific employee to submit to a drug test if all of the following conditions are met:

1. The employer has reasonable suspicion to believe that an employee's faculties are impaired on the job; and
2. The employee is in a position in which such impairment presents a danger to the safety of another employee, a member of the public or City property.

Reasonable suspicion may include direct observation of alcohol or drug use or abuse or of the physical symptoms of being impaired due to alcohol or drug use at work; abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; report of alcohol or drug use provided by a reliable and credible source; or evidence that an employee has manufactured, sold, distributed, solicited, possessed, used or transferred drugs while working or while on City property or while operating City vehicles, machinery or equipment.

Post Accident:

The City may require an employee not covered by DOT requirements to submit to a drug test if the employee has caused an accident while at work which resulted in injury which, if suffered by an employee, would require an OSHA report or which resulted in damage to property in an amount reasonably estimated to exceed \$1,000.00.

GENERAL PROVISIONS:

Drug Test: Means any urine, saliva, breath or other legally allowed test conducted for the purpose of detecting the presence of a chemical substance in an individual.

List of Controlled Substances: This list includes all controlled substances including but not limited to the following: Amphetamines (including methamphetamines)

- Cocaine metabolite
- Opiates (Includes heroin)
- Phencyclidine (PCP)
- Marijuana (THC) metabolite

In addition, the City tests for Creatinine, Urinary, although this is not a controlled substance.

Time for Testing:

Tests will be conducted either during or immediately before or after an employee begins work. For employees subject to random testing under federal law, the employee will be tested during or immediately after performing these functions. Time for testing is considered work time and the employee will be compensated for the time it takes to provide a sample for testing. The City will either provide transportation for the employee to the collection site or pay for the transportation to the collection site.

Test Procedures:

Samples provided will be collected in reasonable and sanitary conditions with regard for the privacy of the individual providing the sample and for the validity of the test. Samples (other than breath samples) will be split in the presence of the individual to allow for confirmatory testing of any initial positive test result. The collection site and laboratory will follow standard chain-of-custody procedures for samples for the time of collection until the sample is no longer needed.

1. The test sample will be collected at Collaborative Laboratory Services, 1005 Pennsylvania Avenue, Ottumwa, Iowa, or such other site directed by law enforcement in the event the employee is involved in an accident requiring testing.
2. The test sample withdrawn from the employee will be analyzed by a laboratory or testing facility that has been approved under rules adopted by the Iowa Department of Public Health.
3. If an employee provides a sample that is dilute, the employee will be required to immediately report for another test. That test will be done under direct observation if required by DOT regulations.
4. If an initial test is conducted and the results indicate that the employee has tested positive for alcohol or controlled substances, a confirmatory test using an alternative method of analysis shall be conducted. The confirmatory test shall use a portion of the same sample withdrawn from the employee for use in the initial test.

5. An employee shall be accorded a reasonable opportunity to rebut or explain the results of the drug test and to provide information which he or she thinks is relevant to the test. Such information may include identification of prescription or non-prescription drugs the individual is using or has recently used or any other relevant medical information.
6. The test result will first be reported to the City's MRO for review and interpretation. The MRO will then report the confirmed positive test result to the City's designated employer representative.
7. If an employee provides a sample that has been tampered with or substituted or is determined by the approved laboratory to have been tampered with or substituted, it will be treated the same as a positive test result.
8. The City will look to the rules and interpretations used by the United States Department of Transportation related to drug testing on any issues not specifically addressed in this policy and will follow the thresholds established by the approved laboratory for determination of whether the presence of a substance in a sample constitutes a positive test result.
9. Test results when reported to the City by its MRO will be maintained separate from the employee's other personnel records.

Refusal to Test: Refusal to test includes refusal to take the test, inability to provide adequate samples for testing without a valid medical explanation; tampering with or attempting to adulterate a sample; interfering with collection procedures; failing to immediately report to the collection site; failing to remain at the collection site until the collection process is complete; having a test result confirmed by the MRO as adulterated or substituted; or leaving the scene of an accident without a valid reason before a test has been conducted.

Designated Employer Representative: The City's Human Resources Officer shall be the City's designated employer representative for receipt of drug and alcohol test results.

Medical Review Officer: The City contracts with St. Luke's Iowa Health System for these services.

Supervisor Training: The City will comply with the DOT training requirements for supervisors which includes two hours of initial training, one hour of which will be related to controlled substances and one hour to alcohol misuse.

Testing Costs: The City will bear the costs of all testing required under this policy, including a second confirmatory test requested by an employee who has tested positive.

Prevention and Treatment: The City encourages any employee with a drug or alcohol problem to voluntarily seek treatment. The City has established an Employee Assistance Program to provide counseling and referral services for employees with drug or alcohol abuse problems who

voluntarily seek help. Conscientious efforts to seek and use such help will not jeopardize an employee's job.

Prohibited Conduct:

The City strictly prohibits unauthorized use, possession (including storage in a desk, locker, vehicle or other depository), manufacture, distribution, dispensing or sale of illegal drugs, drug paraphernalia, controlled substances or alcohol on City property, while on City business or in City supplied vehicles, or during working hours.

Any action taken against an employee shall be based only on the results of the drug and alcohol test. *Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination of employment. An employee's refusal to test will result in disciplinary action up to and including termination of employment.*

Departmental Policies:

Individual departments may adopt policies and procedures more stringent than these policies; but, in no event, shall they be less stringent.

Off-Duty Loss of Driving Privileges:

In addition to any other sanctions which may be invoked under this Policy, employees whose work with the City requires the employee to drive a City vehicle and who lose his/her driving privilege will be laid off from employment immediately. Reinstatement from such layoff will be dependent upon the City having an available position after the employee's driving privilege has been restored.

ARTICLE 33. TRAVEL

It is the policy of the City to define its position regarding travel of City employees for purposes of City business including attendance at conferences, workshops and seminars. The City encourages the advancement and enrichment of employees' professional expertise and technical skills. Necessary expenses incurred by City employees involved in the above mentioned activities will be paid by the City in those cases where the activity is a direct benefit to the City and where attendance by the City employee at such activity will increase the employee's job performances. Exceptions to this policy must be approved by the City Administrator.

1. All City employees may perform official travel after preparing an Out of Area Travel Form and upon authorization of the Department Head and the City Administrator. The procedures for elected officials will be the same as all other employees, except that travel approval will be made by the Mayor. All travel must be requested prior to the occurrence of the trip and must state justification for such travel.

2. Transportation costs for employees authorized to travel on official City business shall be paid by the City. The least expensive method of booking travel and lodging will be used with the bills going directly to the City if possible. The use of the City's credit card should be utilized by the department head to pay for the lodging when applicable.
 - a. Mileage will be paid to and from the appropriate destination and Ottumwa if the employee uses their personal vehicle. If air travel is involved, mileage will be paid to the appropriate airport. Google maps should be utilized to obtain the mileage. This does not need to be printed out. Finance will verify when the travel form is processed.
 - b. Costs for parking a city vehicle or privately owned vehicle will be reimbursed by the City upon presentation of appropriate receipts.
 - c. Taxicab/Uber type fares will be reimbursed as appropriate.
 - d. For in state travel, a city vehicle will be used when practical. The employee may get a gasoline credit card issued to the City from the Finance Department to be used for fuel and emergency auto repairs only. When travel is by personal vehicle, mileage will be paid at the rate established by the Internal Revenue Service.
3. The City will reimburse for meal expenses as follows:
 - a. The meal allowance shall be up to \$8.00 for breakfast, \$12.00 for lunch and \$22.00 for dinner in the State of Iowa. Detailed receipts will be required to receive reimbursement for meals. If a meal is provided as part of the conference, training or seminar registration, the employee will not be reimbursed for that meal. An employee will only be reimbursed for breakfast when the starting time of the trip is before 6:00 am. and for dinner if the return is after 8:00 p.m. Under no circumstances will alcohol be reimbursed as part of a meal allowance.
4. Also included as reimbursable costs are those incurred for registration and lodging.
 - a. All employees attending conferences and seminars will pre-register with the City paying the registration fee directly. A memo requesting payment should be prepared stating the reason for the individuals attending the conference, the names of the individuals attending and an original and copy (for submission) of the official registration.
 - b. Lodging costs shall be paid by the City at the single rate only when the spouse accompanies the employee. Telephone calls incidental to the performance of official business only shall be reimbursable.
 - c. If the starting time required is such that the Department Head deems necessary, the employee may begin the trip the day before and be reimbursed for the preceding night's lodging costs and any other incidental costs.

- d. Employees on official City business may request a travel advance prior to the occurrence of the trip. Requests for advance travel funds shall be submitted at least 10 working days prior to the occurrence of the conference or meeting. Advances will be released to the employee the day before actual travel is to begin. Advances for less than \$50 will not be made.
 - e. All travel receipts must accompany the Final Travel form before reimbursement. All forms and receipts must be turned into the Finance Department within five days of return to work.
- 5. City employees traveling on City business within the corporate city limits and using their personal vehicle will be required to document their travel using an In City Travel Form.
 - 6. Employees traveling on behalf of the City shall be paid for all hours worked pursuant to the Fair Labor Standards and pursuant to any applicable collective bargaining agreement.

ARTICLE 34. SEPARATION FROM CITY SERVICE

All employees voluntarily leaving employment with the City of Ottumwa must give at least two weeks written notice prior to the effective date. Employees not providing this timeline of a notice will not be paid out their accrual balances (other than comp time). If an employee is retiring, written notice must have retirement date and address change if applicable. If an employee resigns, the notice must contain employee's name, forwarding address, effective date and the reason for resignation. Written notice must be accompanied with Personnel Action Sheet to the City Administrator or designee.

Employees leaving City service shall return all property belonging to the employer to his/her immediate supervisor. All uniforms, tools, keys, equipment and department manuals will be given to employee's immediate supervisor before receiving employee's last payroll check. Until City property is returned, the employee will not receive any payment for accrued leave the employee might otherwise be entitled to.

Employees leaving city services may be required to have an exit interview with The City Administrator or designee.

Employees leaving employment with the City shall not be allowed to take accrued leave after their last actual working day with the City. All accrued leave will be paid out thereafter the first pay period following the employee's final pay check for time actually worked. Accrued leave does not include sick leave.

received
12-13-23 4:38 pm

Item No. I.-6.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 19, 2023

Finance

Department

Jessica Kinser

Prepared By

Jessica Kinser

Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 217-2023 - APPROVING THE TRANSFER OF FUNDS THROUGH SEPTEMBER 30, 2023

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 217-2023.
Approve the transfer of funds.

DISCUSSION: The City plans for transfers between funds to occur throughout the fiscal year. For fiscal year 2024, these transfers will be scheduled for quarterly, semi-annual, or annual transfers, which are required to come before the City Council for approval. This resolution is to approve the quarterly transfers of benefits, any FY23 transfers that did not occur and others for operational support.

The detail of all FY24 transfers in and out on the following page include a number of transfers that were not approved as part of the FY24 budget. Only \$12.15 million in transfers in/out was submitted on the FY24 budget, so that is the amount we should not exceed before doing a budget amendment for FY24.

RESOLUTION NO. 217-2023

A RESOLUTION APPROVING TRANSFER OF FUNDS AS OF SEPTEMBER 30, 2023

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

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

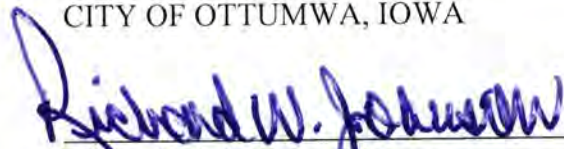
WHEREAS, the Director of Finance has requested the approval of transfers as of September 30, 2023 per the attached listing;

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

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

APPROVED, PASSED, AND ADOPTED, this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

Fund	Transfer In Account	Amount	Fund	Transfer Out Account	Reason
GF	001-000-4830	\$ 450,000.00	LOST	121-9-910-6910	10% property tax relief transfer
GF	001-000-4831	\$ 180,723.00	Emergency	119-9-910-6910	General fund support
GF	001-000-4832	\$ 4,490,866.00	Benefits	112-9-910-6910	Support cost of benefits
GF	001-000-4835	\$ 1,600,000.00	Franchise	005-9-910-6910	Support of Public Safety
RUTF	110-000-4830	\$ 649,049.00	LOST	121-9-910-6910	Support of streets
RiskMgmt	129-000-4832	\$ 46,758.00	Benefits	112-9-910-6910	Support cost of benefits
RiskMgmt	129-660-4833	\$ 150,000.00	Benefits	change to 130	Support of 411 Medical
Airport	131-280-4832	\$ 141,850.00	Benefits	112-9-910-6910	Support cost of benefits
Library	133-000-4830	\$ 230,000.00	GF	001-9-910-6910	Operational support
Library	133-410-4832	\$ 235,076.00	Benefits	112-9-910-6910	Support cost of benefits
Library	133-410-4834	\$ 14,203.00	RiskMgmt	129-9-910-6910	Support insurance costs
Cemetery	135-000-4830	\$ 200.00	CemMem	501-9-910-6910	Interest
Cemetery	135-000-4830	\$ 4,000.00	CemPerp	503-9-910-6910	Interest
Cemetery	135-000-4830	\$ 180,000.00	GF	001-9-910-6910	Operational support
Cemetery	135-450-4832	\$ 129,684.00	Benefits	112-9-910-6910	Support benefit costs
Cemetery	135-450-4834	\$ 6,139.00	RiskMgmt	129-9-910-6910	Support insurance costs
OtherBond	151-347-4830	\$ 150,000.00	ARPA	003-9-910-6910	Medium Density Development Prototype
OtherBond	151-432-4830	\$ 2,123,740.00	ARPA	003-9-910-6910	City Hall HVAC and Improvements
PDBeq	175-116-4830	\$ 6,705.41	GF	001-9-910-6910	Support DARE FY23 - Not Budgeted
PDBeq	175-116-4830	\$ -	GF	001-9-910-6910	Support DARE FY24 - Not Budgeted
Debt	200-000-4830	\$ 1,873,458.00	LOST	121-9-910-6910	Debt service payment
Debt	200-000-4830	\$ 477,886.00	TIF 125	125-9-910-6910	Debt service payment
Debt	200-000-4830	\$ 212,300.00	TIF 126	126-9-910-6910	Debt service payment
Debt	200-000-4830	\$ 137,792.00	TIF 128	128-9-910-6910	Debt service payment
Debt	200-000-4830	\$ 242,235.00	Sewer	610-9-910-6910	Debt Service - Lagoon 2020
Debt	200-000-4830	\$ 285,258.00	Sewer	610-9-910-6910	Debt Service- Sewer 2020
Debt	200-000-4830	\$ 353,822.00	Sewer	610-9-910-6910	Debt Service- Phase 8 2020
Debt	200-000-4830	\$ 159,850.00	Landfill	670-9-910-6910	Debt Service
StreetCap	301-000-4830	\$ 1,500,000.00	RUTF	110-9-910-6910	Street construction
ParkCap	309-730-4830	\$ 300,671.00	ARPA	003-9-910-6910	Shower House project
SewerCap	315-000-4830	\$ 1,000,000.00	LOST	121-9-910-6910	90% streets/sewers support
Sewer	610-000-4830	\$ 527,493.00	LOST	121-9-910-6910	Debt Service payments
SewerImp	613-816-4830	\$ 500,000.00	Sewer	610-9-910-6910	90% streets/sewers support
LandfillRes	671-840-4830	\$ 50,000.00	Landfill	670-9-910-6910	Reserve set aside
Recycling	673-843-4830	\$ 450,000.00	Landfill	670-9-910-6910	Operational support
BVC	720-465-4830	\$ 161,029.00	GF	001-9-910-6910	Operational support
BVC	720-465-4830	\$ 88,883.00	GF	001-9-910-6910	Civic Center tax
	Total In/Out	\$ 19,109,670.41			

Source of Funds: See resolution worksheet

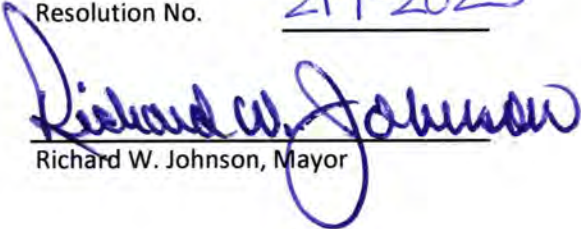
Budgeted Item: Budget Amendment Needed:

*** NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator.

Approved Transfers In and Transfers Out for the period of July 1, 2023 to September 30, 2023

Fund	Transfer In Account	Budget	Fund	Transfer Out Account	9/30/23 Amount	Reason
GF	001-000-4832	\$ 4,490,866.00	Benefits	112-9-910-6910	\$ 1,607,344.34	Support cost of benefits (actual)
GF	001-000-4835	\$ 1,600,000.00	Franchise	005-9-910-6910	\$ 300,000.00	Support of Public Safety
RiskMgmt	129-000-4832	\$ 46,758.00	Benefits	112-9-910-6910	\$ 6,808.41	Support cost of benefits (actual)
Airport	131-280-4832	\$ 141,850.00	Benefits	112-9-910-6910	\$ 61,013.67	Support cost of benefits (actual)
Library	133-410-4832	\$ 235,076.00	Benefits	112-9-910-6910	\$ 97,672.02	Support cost of benefits (actual)
Cemetery	135-450-4832	\$ 129,684.00	Benefits	112-9-910-6910	\$ 31,013.02	Support benefit costs (actual)
OtherBond	151-432-4830	\$ 2,123,740.00	ARPA	003-9-910-6910	\$ 194,252.70	FY23 City Hall HVAC and Improvements
OtherBond	151-432-4830	\$ 2,123,740.00	ARPA	003-9-910-6910	\$ 8,562.39	FY24 City Hall HVAC and Improvements 9.30
PDBeq	175-116-4830	\$ 6,705.41	GF	001-9-910-6910	\$ 6,705.41	Support DARE FY23 - Not Budgeted - Actual
ParkCap	309-730-4830	\$ 300,671.00	ARPA	003-9-910-6910	\$ 300,671.00	FY23 Shower House project (actual costs \$468,375)
Recycling	673-843-4830	\$ 450,000.00	Landfill	670-9-910-6910	\$ 112,500.00	Operational support
BVC	720-465-4830	\$ 88,883.00	GF	001-9-910-6910	\$ 39,431.50	Civic Center tax received (Aug, Sept)

Total to Transfer \$ 2,765,974.46

Resolution No. 217-2023

 Richard W. Johnson, Mayor

ATTEST:

 Christina Reinhard, City Clerk

received
12-14-23 1120A

Item No. I.-7.

handbook

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 19, 2023

Finance

Department

Jessica Kinser

Prepared By

Jessica Kinser

Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 218-2023 - AUTHORIZING THE PAYMENT OF CERTAIN EXPENSES WITHOUT CITY COUNCIL AUTHORIZATION

 Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 218-2023.

DISCUSSION: The accounts payable process is changing to align with approval of most bills by the City Council before payment is issued. However, there will always be exceptions to a rule. This resolution is defining those exceptions to allow for the timely processing of regular, recurring payments. This new process will come into place with the January 16th City Council meeting, where the Council will be provided a listing of what will be paid with Council approval. Payments made based on this resolution will appear with future Council agendas as available. For example, all ACH payments in January will be reported to the City Council at the first meeting in February.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

*** NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. **

RESOLUTION NO. 218-2023

A RESOLUTION PRE-AUTHORIZING THE PAYMENT OF CERTAIN EXPENSES
WITHOUT CITY COUNCIL AUTHORIZATION

WHEREAS, the City Council shall approve a listing of claims to be paid at each meeting; and,

WHEREAS, certain expenses of the City are on-going and regular expenditures or done by ACH to ensure timely payment; and,

WHEREAS, authorization from the City Council is necessary to ensure compliance with accounts payable procedures; and

WHEREAS, the expenditures in question include, but are not limited to the following:

- Payroll and associated payroll payments;
- Group health insurance payments;
- Debt service principal, interest, and paying agent fees;
- Utilities, including electric, gas, water, sewer, sanitation, telephone, and internet;
- Contractual payments with payment terms requiring payment within a certain timeframe;
- Credit card-related fees and charges;
- Aviation fuel;
- Purchases on the City purchasing card;
- Down-payments on Council-approved equipment or non-construction contracts; and

WHEREAS, the City Administrator has the authority to exercise judgment for the payment of items not listed above prior to City Council authorization;

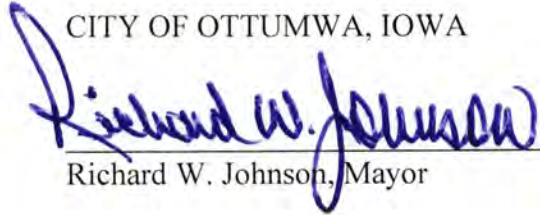
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT:

1. The City Administrator is authorized to approve the following types of on-going and recurring expenditures prior to formal City Council authorization:
 - Payroll and associated payroll payments;
 - Group health insurance payments;
 - Debt service principal, interest, and paying agent fees;
 - Utilities, including electric, gas, water, sewer, sanitation, telephone, and internet;
 - Contractual payments with payment terms requiring payment within a certain timeframe;
 - Credit card-related fees and charges;
 - Aviation fuel;
 - Purchases on the City purchasing card;
 - Down-payments on Council-approved equipment or non-construction contracts; and
 - Any other payment items not listed above which require timely payment to avoid penalties or disruption to city services or operations.

2. Payments authorized by the City Administrator shall be reported to the City Council and formally ratified after the fact.

APPROVED, PASSED, AND ADOPTED, this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



received
12-14-23 1215p

Item No. I.-8.

2023

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 19, 2023

Engineering Department
Department

Phillip Burgmeier
Prepared By

Phillip Burgmeier
Department Head

P. J. Rata
City Administrator Approval

AGENDA TITLE: Resolution #220-2023. Approving Change Order #8, accepting the work as final and complete, and approving the final pay request for the Blake's Branch Sewer Separation Phase 8, Division I Project after 30 days.

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

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

RECOMMENDATION: Pass and adopt Resolution #220-2023.

DISCUSSION: Change Order #8 adjusts the project for as-built bid item quantities. Change Order #8 decreases the contract amount by \$(258,506.19). The new contract sum is \$12,163,017.22.

Langman Construction of Rock Island, Illinois, has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #8 with a partial payment of \$246,590.37. A final payment in the amount of \$58,860.00 releasing all retainage will be made after 30 days.

\$11,742,070.00	Contract
\$ 51,625.13	CO #1
\$ 21,037.50	CO #2
\$ 68,646.00	CO #3
\$ 273,498.62	CO #4
\$ 4,590.00	CO #5
\$ 12,329.93	CO #6
\$ 247,726.23	CO #7
\$ <u>(258,506.19)</u>	CO #8
\$12,163,017.22	New Contract Sum

City of Ottumwa:	\$10,818,595.02
Ottumwa Water Works:	\$ 1,344,522.20

Source of Funds: TIF, LOST, RU and Sewer Funds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #220-2023

A RESOLUTION APPROVING CHANGE ORDER #8 AND ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING A PARTIAL PAYMENT AND FINAL PAY REQUEST FOR THE BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION I PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Langman Construction, Inc. of Rock Island, Illinois on March 17, 2020 for the above referenced project; and

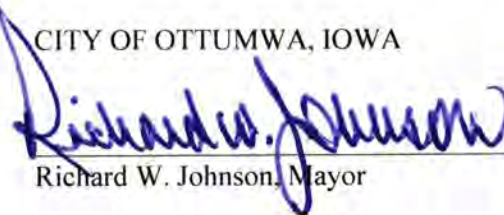
WHEREAS, Change Order #8 decreases the contract amount by \$(258,506.19) resulting in a new contract sum of \$12,163,017.22; and

WHEREAS, After approval of Change Order #8 a partial payment in the amount of \$246,590.37 will be made with the final payment of \$58,860.00 being made after the 30 day waiting period.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Blake's Branch Sewer Separation Phase 8, Division I project is hereby accepted as complete and authorization to make a partial payment of \$246,590.37 shall be made after approval of Change Order 8 and the final payment to Langman Construction, Inc. of Rock Island, Illinois after a 30 day waiting period in the amount of \$58,860.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

December 11, 2023

CHANGE ORDER NO. 8

OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1

This change order is an adjustment to As-Built Quantities.

Change Order No. 8 decreases the contract amount by (\$258,506.19).

LANGMAN CONSTRUCTION, INC.

By [Signature]

Title: Project Manager

Date 12/12/2023

VEENSTRA & KIMM, INC.

By [Signature]

Title: Project Engineer

Date 12/12/2023

CITY OF OTTUMWA, IOWA

By [Signature]

Title: Director of Public Works

Date 12-12-2023

ATTEST:

By _____

Title _____

Date _____



ESTIMATE OF CONSTRUCTION COMPLETED

PARTIAL PAYMENT NO. 40 (FINAL)

PROJECT TITLE: BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1

Contractor: Langman Construction, Inc.

December 11, 2023

Original Contract Amount:

\$11,742,070.00

Pay Period: September 1, 2023 to October 31, 2023

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
1.1	Construction Staking	LS	1.00	1.00	1.00	\$47,000.00	\$47,000.00
1.2	Traffic Control	LS	1.00	1.00	1.04	\$77,000.00	\$80,080.00
1.3	Mobilization	LS	1.00	1.00	1.00	\$2,230,000.00	\$2,230,000.00
1.4	Maintenance of Postal Service	LS	1.00	1.00	1.00	\$1,000.00	\$1,000.00
1.5	Maintenance of Solid Waste Collection	LS	1.00	1.00	1.00	\$1,000.00	\$1,000.00
1.6	Unclassified Excavation	LS	1.00	1.00	1.00	\$275,000.00	\$275,000.00
1.7	Stabilizing Material	CY	5,000.00	5,000.00	2,062.57	\$30.00	\$61,877.10
1.8	Clearing and Grubbing	LS	1.00	1.00	1.00	\$10,000.00	\$10,000.00
1.9	Surfacing Removal	SY	39,000.00	39,484.00	41,095.51	\$15.00	\$616,432.65
1.10	Granular Surfacing	Tons	1,500.00	1,500.00	993.90	\$25.00	\$24,847.50
1.11	Temporary Granular Surface	Tons	1,000.00	1,000.00	1,435.00	\$25.00	\$35,875.00
1.12	Seeding	Acre	8.00	9.00	6.42	\$2,000.00	\$12,840.00
1.13	Manhole Removal	EA	43.00	50.00	49.00	\$600.00	\$29,400.00
1.14	Intake Removal	EA	85.00	95.00	90.00	\$600.00	\$54,000.00
1.15	Silt Fence and Pollution Prevention Plan	LS	1.00	1.00	1.00	\$10,000.00	\$10,000.00
1.16	Storm Sewer in Place						
1.16.1	15" Class 5 RCP	LF	3,300.00	4,220.00	4,248.90	\$69.00	\$293,174.10
1.16.2	15" Class 5 RCP Gasketed Joint	LF	100.00	100.00	80.00	\$71.00	\$5,680.00
1.16.3	18" Class 5 RCP	LF	1,350.00	1,350.00	1,079.60	\$74.00	\$79,890.40
1.16.4	18" Class 5 RCP Gasketed Joint	LF	220.00	220.00	316.50	\$76.00	\$24,054.00
1.16.5	21" Class 5 RCP	LF	230.00	230.00	229.10	\$87.00	\$19,931.70
1.16.6	24" Class 5 RCP	LF	1,000.00	1,000.00	1,102.30	\$97.00	\$106,923.10
1.16.7	24" Class 5 RCP Gasketed Joint	LF	140.00	140.00	134.50	\$100.00	\$13,450.00
1.16.8	27" Class 5 RCP Gasketed Joint	LF	155.00	155.00	64.00	\$116.00	\$7,424.00
1.16.9	30" Class 4 RCP	LF	450.00	450.00	367.70	\$116.00	\$42,653.20
1.16.10	36" Class 4 RCP	LF	450.00	450.00	584.80	\$174.00	\$101,755.20
1.16.11	42" Class 4 RCP	LF	500.00	500.00	274.70	\$210.00	\$57,687.00
1.16.12	48" Class 4 RCP	LF	600.00	600.00	577.60	\$261.00	\$150,753.60
1.16.13	54" Class 4 RCP	LF	680.00	680.00	664.10	\$309.00	\$205,206.90
1.16.14	60" Class 4 RCP	LF	600.00	600.00	571.50	\$374.00	\$213,741.00
1.17	Storm Sewer, 36" DI, Class 52 Trenchless with Casing Pipe	LF	93.00	93.00	93.00	\$1,100.00	\$102,300.00
1.18	Connect 60" Storm Sewer at Existing Box	EA	1.00	1.00	1.00	\$16,000.00	\$16,000.00
1.19	Connect Storm Sewer at Existing Pipe Penetration Location to Box	EA	7.00	7.00	9.00	\$1,000.00	\$9,000.00
1.20	Connect Storm at Existing Manhole	EA	1.00	3.00	6.00	\$1,000.00	\$6,000.00
1.21	Storm Sewer Pipe, CMP, 12" with Pipe Aprons	LF	700.00	700.00	657.00	\$60.00	\$39,420.00
1.22	Storm Manholes						
1.22.1	SW-401, 48"	EA	10.00	11.00	11.00	\$3,800.00	\$41,800.00
1.22.2	SW-401, 60"	EA	7.00	7.00	5.00	\$5,200.00	\$26,000.00
1.22.3	SW-401, 72"	EA	8.00	8.00	6.00	\$7,100.00	\$42,600.00
1.22.4	SW-401, 84"	EA	3.00	3.00	5.00	\$10,500.00	\$52,500.00
1.22.5	SW-401, 96"	EA	8.00	7.00	7.00	\$16,600.00	\$116,200.00
1.23	Storm Sewer Intakes						
1.23.1	SW-501	EA	9.00	10.00	12.00	\$2,900.00	\$34,800.00
1.23.2	SW-501, Adjustment	EA	1.00	1.00	1.00	\$1,400.00	\$1,400.00
1.23.3	SW-503	EA	5.00	6.00	4.00	\$5,800.00	\$23,200.00
1.23.4	SW-505	EA	31.00	35.00	38.00	\$4,900.00	\$186,200.00
1.23.5	SW-506	EA	35.00	39.00	39.00	\$8,200.00	\$319,800.00
1.23.6	SW-511	EA	2.00	2.00	2.00	\$2,800.00	\$5,600.00
1.23.7	SW-512, 24" Dia.	EA	8.00	10.00	5.00	\$1,300.00	\$6,500.00
1.23.8	SW-513, 3'x3' ID	EA	15.00	15.00	15.00	\$3,500.00	\$52,500.00

BID ITEMS							
ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
1.24	Sanitary Sewer in Place						
	1.24.1 8" PVC	LF	1,400.00	2,170.00	2,361.00	\$93.00	\$219,573.00
	1.24.2 12" PVC	LF	950.00	950.00	1,084.60	\$97.00	\$105,206.20
	1.24.3 15" PVC	LF	520.00	540.00	85.50	\$105.00	\$8,977.50
	1.24.4 18" PVC	LF	750.00	810.00	798.60	\$114.00	\$91,040.40
	1.24.5 30" PVC, C900, DR18 with Nitrile Gaskets	LF	35.00	35.00	0.00	\$348.00	\$0.00
	1.24.6 30" PVC	LF	1,190.00	0.00	0.00	\$178.00	\$0.00
	1.24.7 36" PVC	LF	3,750.00	0.00	0.00	\$200.00	\$0.00
1.25	Sanitary Sewer, 30" DI, Class 52 Trenchless with Casing Pipe	LF	120.00	120.00	120.00	\$1,000.00	\$120,000.00
1.26	Sanitary Manholes						
	1.26.1 SW-301, 48" Dia.	EA	15.00	20.00	20.00	\$5,000.00	\$100,000.00
	1.26.2 SW-301, 60" Dia.	EA	17.00	17.00	10.00	\$8,200.00	\$82,000.00
	1.26.3 SW-301, 72" Dia.	EA	11.00	10.00	11.00	\$11,000.00	\$121,000.00
	1.26.4 SW-301, 84" Dia.	EA	2.00	2.00	2.00	\$15,400.00	\$30,800.00
	1.26.5 SW-303, 48" Dia.	EA	10.00	10.00	4.00	\$5,000.00	\$20,000.00
1.27	Sanitary Sewer Manhole Special Structure, SW-302, 72" Dia.	EA	1.00	1.00	1.00	\$11,000.00	\$11,000.00
1.28	Sanitary Sewer Manhole Adjustment	EA	7.00	2.00	1.00	\$1,000.00	\$1,000.00
1.29	Sanitary Sewer 12" External Drop Connection	EA	6.00	4.00	4.00	\$6,000.00	\$24,000.00
1.30	Sanitary Sewer 15" External Drop Connection	EA	4.00	1.00	0.00	\$8,100.00	\$0.00
1.31	Sanitary Sewer 18" External Drop Connection	EA	3.00	1.00	1.00	\$9,800.00	\$9,800.00
1.32	Sanitary Sewer Services						
	1.32.1 6" PVC Service	LF	1,800.00	1,935.00	2,200.00	\$56.00	\$123,200.00
	1.32.2 8"x6" Wye	EA	16.00	23.00	19.00	\$80.00	\$1,520.00
	1.32.3 12"x6" Wye	EA	10.00	10.00	9.00	\$210.00	\$1,890.00
	1.32.4 18"x6" Wye	EA	10.00	10.00	7.00	\$700.00	\$4,900.00
	1.32.5 36"x6" Wye	EA	30.00	0.00	0.00	\$1,900.00	\$0.00
1.33	Connection to Existing Sanitary Structure	EA	1.00	1.00	1.00	\$5,500.00	\$5,500.00
1.34	4" Subdrain	LF	14,400.00	14,400.00	11,280.00	\$8.00	\$90,240.00
1.35	Subdrain Outlets	EA	160.00	160.00	112.00	\$100.00	\$11,200.00
1.36	6" Modified Subbase	SY	34,000.00	34,000.00	38,593.61	\$10.00	\$385,936.10
1.37	8" PCC Pavement	SY	5,500.00	5,910.00	7,817.90	\$47.00	\$367,441.30
1.38	9" PCC Pavement	SY	18,000.00	18,000.00	18,237.50	\$52.00	\$948,350.00
1.39	Epoxy Coated Pavement Reinforcement	LB	146,500.00	146,500.00	101,882.00	\$1.25	\$127,352.50
1.40	Bituminous Seal Coat	SY	6,000.00	6,000.00	5,590.00	\$7.50	\$41,925.00
1.41	7" PCC Drives or Parking	SY	500.00	500.00	1,383.30	\$70.00	\$96,831.00
1.42	8" PCC Drives or Parking	SY	400.00	400.00	1,227.20	\$73.00	\$89,585.60
1.43	4" PCC Sidewalk	SY	2,000.00	2,054.00	1,809.60	\$65.00	\$117,624.00
1.44	6" PCC Driveway or Sidewalk	SY	4,200.00	4,220.00	2,880.00	\$70.00	\$201,600.00
1.45	Detectable Warning Panel	SF	440.00	496.00	634.00	\$50.00	\$31,700.00
1.46	Pavement Markings	LS	1.00	1.00	1.00	\$12,500.00	\$12,500.00
1.47	Water Main						
	1.47.1 4" DI	LF	220.00	220.00	246.60	\$75.00	\$18,495.00
	1.47.2 4" PVC	LF	10.00	10.00	0.00	\$53.00	\$0.00
	1.47.3 6" DI	LF	1,900.00	1,900.00	1,959.50	\$70.00	\$137,165.00
	1.47.4 6" PVC	LF	430.00	430.00	377.70	\$53.00	\$20,018.10
	1.47.5 8" DI	LF	2,660.00	2,660.00	2,562.80	\$77.00	\$197,335.60
	1.47.6 8" PVC	LF	160.00	160.00	171.00	\$57.00	\$9,747.00
	1.47.7 12" PVC	LF	40.00	40.00	76.40	\$64.00	\$4,889.60
	1.47.8 16" PVC	LF	1,850.00	1,850.00	1,458.50	\$76.00	\$110,846.00
	1.47.9 16" DI	LF	830.00	830.00	1,114.20	\$116.00	\$129,247.20
1.48	Water Main 8" DI Trenchless with Casing Pipe	LF	60.00	60.00	60.00	\$600.00	\$36,000.00
1.49	Water Main Fittings						
	1.49.1 16" 45° Bend	EA	4.00	4.00	3.00	\$950.00	\$2,850.00
	1.49.2 16" 22-1/2° Bend	EA	2.00	2.00	2.00	\$930.00	\$1,860.00
	1.49.3 12" 45° Bend	EA	2.00	2.00	3.00	\$570.00	\$1,710.00
	1.49.4 8" 90° Bend	EA	1.00	1.00	2.00	\$340.00	\$680.00
	1.49.5 8" 45° Bend	EA	16.00	16.00	18.00	\$320.00	\$5,760.00
	1.49.6 6" 45° Bend	EA	22.00	22.00	25.00	\$180.00	\$4,500.00
	1.49.7 6" 22-1/2° Bend	EA	4.00	4.00	10.00	\$175.00	\$1,750.00
	1.49.8 4" 45° Bend	EA	3.00	3.00	8.00	\$140.00	\$1,120.00
	1.49.9 4" 22-1/2° Bend	EA	1.00	1.00	0.00	\$140.00	\$0.00
	1.49.10 16"x16" Tee	EA	6.00	6.00	7.00	\$1,070.00	\$7,490.00
	1.49.11 16"x12" Tee	EA	2.00	2.00	1.00	\$1,300.00	\$1,300.00
	1.49.12 8"x8" Tee	EA	1.00	1.00	2.00	\$470.00	\$940.00

BID ITEMS							
ITEM NO	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
	1.49.13 8"x6" Tee	EA	9.00	9.00	6.00	\$420.00	\$2,520.00
	1.49.14 6"x6" Tee	EA	4.00	4.00	10.00	\$290.00	\$2,900.00
	1.49.15 16"x12" Reducer	EA	1.00	1.00	1.00	\$630.00	\$630.00
	1.49.16 12"x8" Reducer	EA	1.00	1.00	2.00	\$350.00	\$700.00
	1.49.17 8"x6" Reducer	EA	3.00	3.00	4.00	\$205.00	\$820.00
	1.49.18 6"x4", 6"x2", 4"x2" Reducer	EA	4.00	4.00	7.00	\$155.00	\$1,085.00
	1.49.19 4", 6", 8" Cap	EA	8.00	8.00	16.00	\$375.00	\$6,000.00
1.50	16" Gate Valve	EA	9.00	9.00	8.00	\$5,750.00	\$46,000.00
1.51	12" Gate Valve	EA	2.00	2.00	2.00	\$2,200.00	\$4,400.00
1.52	8" Gate Valve	EA	20.00	20.00	17.00	\$1,250.00	\$21,250.00
1.53	6" Gate Valve	EA	20.00	20.00	26.00	\$900.00	\$23,400.00
1.54	8"x6" Tapping Valve and Sleeve	EA	1.00	1.00	1.00	\$3,000.00	\$3,000.00
1.55	Hydrant Assembly	EA	17.00	17.00	17.00	\$4,200.00	\$71,400.00
1.56	Hydrant Removal	EA	16.00	16.00	14.00	\$550.00	\$7,700.00
1.57	Copper Water Services						
	1.57.1 3/4" Water Service	LF	2,500.00	2,500.00	1,247.50	\$27.00	\$33,682.50
	1.57.2 1" Water Service	LF	50.00	50.00	164.00	\$28.00	\$4,592.00
	1.57.3 2" Water Service	LF	300.00	300.00	255.00	\$57.00	\$14,535.00
1.58	Curb Stop						
	1.58.1 3/4"	EA	75.00	75.00	56.00	\$520.00	\$29,120.00
	1.58.2 1"	EA	2.00	2.00	4.00	\$540.00	\$2,160.00
	1.58.3 2"	EA	3.00	3.00	3.00	\$1,020.00	\$3,060.00
1.59	Water Service Transfers						
	1.59.1 3/4"	EA	75.00	75.00	58.00	\$500.00	\$29,000.00
	1.59.2 1"	EA	2.00	2.00	4.00	\$550.00	\$2,200.00
	1.59.3 2"	EA	3.00	3.00	4.00	\$1,190.00	\$4,760.00
1.60	Water Main Reconnections	EA	22.00	22.00	27.00	\$2,800.00	\$75,600.00
1.61	Air Release Valve Assembly	EA	1.00	1.00	1.00	\$2,800.00	\$2,800.00
1.62	Off-Site Borrow Material	CY	5,000.00	5,000.00	890.30	\$30.00	\$26,709.00
1.63	Sanitary Sewer in Place, 30" PVC, Solid Wall	LF	0.00	1,190.00	1,142.90	\$197.40	\$225,608.46
1.64	Sanitary Sewer in Place, 36" PVC, Solid Wall	LF	0.00	3,750.00	3,748.00	\$225.81	\$846,335.88
1.65	Sanitary Sewer Service, 36" x (8" or 6") InsertaTee	EA	0.00	30.00	34.00	\$433.55	\$14,740.70
1.66	Storm Sewer in Place, 60" dia. RCP Bend	EA	0.00	1.00	1.00	\$3,345.13	\$3,345.13
1.67	Rock Excavation	CY	0.00	140.25	391.90	\$150.00	\$58,785.00
1.68	Sanitary Sewer 8" External Drop Connection	EA	0.00	6.00	6.00	\$4,811.00	\$28,866.00
1.69	Curb and Gutter, PCC, 8", Removal and Replacement	LF	0.00	465.00	445.00	\$56.75	\$25,253.75
1.70	PCC Full Depth Patch, 9"	SY	0.00	128.00	208.00	\$118.50	\$24,648.00
1.71	Sanitary Sewer, 8", PVC, Trenchless	LF	0.00	186.00	235.00	\$151.62	\$35,630.70
1.72	Sanitary Service, 6", PVC, Trenchless	LF	0.00	90.00	70.00	\$88.52	\$6,196.40
1.73	Storm Sewer in Place, 4"/6" Dia.	LF	0.00	115.00	120.00	\$15.00	\$1,800.00
1.74	Sanitary Sewer, 18", 90 Bend, PVC	EA	0.00	1.00	1.00	\$1,638.75	\$1,638.75
1.75	Storm Sewer, 15" Flared End Section with Apron Guard and Footing	EA	0.00	2.00	2.00	\$2,295.00	\$4,590.00
1.76	Portland Cement Concrete Pavement, 8", Burlington Street	SY	0.00	1,050.00	1,038.00	\$86.65	\$89,942.70
1.77	Portland Cement Concrete Pavement, 9", Main Street, East of Iowa Ave.	SY	0.00	1,881.00	2,068.76	\$83.33	\$172,389.77
Total Value Completed - Bid Items							\$12,150,687.29

SUMMARY			Original Contract	Total Completed
Bid Item Subtotal			\$11,742,070.00	\$12,150,687.29
APPROVED CHANGE ORDERS				
Change Order No.	Description/Notes	Total Approved	Total Completed	
1	Add Sewer pipe, manholes, service connection changes to bid items. Item changes included in bid items 1.24.6, 1.24.7, 1.32.5, 1.22.5, 1.26.3, 1.63, 1.64, 1.65	\$51,625.13	\$0.00	
2	Rock Excavation change include in bid item 1.67	\$21,037.50	\$0.00	
3	Add 8" Sanitary Sewer to Ash Street and Main Street and associated items. Item changes included in bid items 1.13, 1.20, 1.24.1, 1.24.4, 1.26.1, 1.28, 1.29, 1.30, 1.31, 1.32.1, 1.32.2 and 1.68	\$68,646.00	\$0.00	
4	Add 2nd Street Sewer separation, Locust Street sewer separation, Hayne Alley storm, Add 4" and 6" storm pipe, add 18" sewer fitting. Items changed included in bid items 1.9, 1.12, 1.13, 1.14, 1.16.1, 1.20.1, 1.22.1, 1.23.1, 1.23.2, 1.23.4, 1.23.5, 1.23.7, 1.24.1, 1.24.3, 1.26.1, 1.32.2, 1.37, 1.43, 1.44, 1.45, 1.69, 1.70, 1.71, 1.72,	\$273,498.62	\$0.00	
5	Add Item 1.75, Railroad Street 15" RCP Storm Sewer Flared End Section with Apron Guard and Footing. Changes included in Bid Items.	\$4,590.00	\$0.00	
6	Remove old underground concrete pedestrian tunnel under Roemer Street and repair broken combined sewer pipe and soil void space under Locust Street.	\$12,329.93	\$12,329.93	
7	Add item 1.76, Portland Cement Concrete Pavement, 8", Burlington Street and 1.77 Portland Cement Concrete Pavement, Main Street, East of Iowa Avenue" Changes included in Bid Items.	\$247,726.23	\$0.00	
8	Adjustment for As-Built Quantities	-\$258,506.19	\$0.00	
Total Change Orders		\$420,947.22	\$12,329.93	
		Total Approved	Total Completed	
Revised Contract Price		\$12,163,017.22	\$12,163,017.22	
			Total Completed	
Total Materials Stored			\$0.00	
Total Completed Plus Materials Stored			\$12,163,017.22	
Retainage			\$58,860.00	
Total Earned Less Retainage			\$12,104,157.22	

APPROVED PARTIAL PAYMENTS


Partial Payment No.	Period	Total Approved
1	April 9, 2020 to May 30, 2020	\$84,740.00
2	May 31, 2020 to June 30, 2020	\$135,167.99
3	July 1, 2020 to July 31, 2020	\$642,613.06
4	August 1, 2020 to August 31, 2020	\$400,495.60
5	September 1, 2020 to September 30, 2020	\$550,530.02
6	October 1, 2020 to October 31, 2020	\$822,191.83
7	November 1, 2020 to November 30, 2020	\$666,222.71
8	December 1, 2020 to December 31, 2020	\$256,268.97
9	January 1, 2021 to January 31, 2021	\$311,035.07
10	February 1, 2021 to February 28, 2021	\$138,416.49
11	March 1, 2021 to March 31, 2021	\$382,919.16
12	April 1, 2021 to April 30, 2021	\$559,126.45
13	May 1, 2021 to May 31, 2021	\$334,236.77
14	June 1, 2021 to June 30, 2021	\$1,345,408.41
15	July 1, 2021 to July 31, 2021	\$295,309.61
16	August 1, 2021 to August 31, 2021	\$415,067.40
17	September 1, 2021 to September 30, 2021	\$357,907.93
18	October 1, 2021 to October 31, 2021	\$295,555.22
19	November 1, 2021 to November 30, 2021	\$298,276.29
20	December 1, 2021 to December 31, 2021	\$132,592.55
21	January 1, 2022 to January 31, 2022	\$68,267.00
22	February 1, 2022 to February 28, 2022	\$99,842.05
23	March 1, 2022 to March 31, 2022	\$117,922.08
24	April 1, 2022 to April 30, 2022	\$113,469.06
25	May 1, 2022 to May 31, 2022	\$181,219.38
26	June 1, 2022 to June 30, 2022	\$385,315.24
27	July 1, 2022 to July 31, 2022	\$267,730.79
28	August 1, 2022 to August 31, 2022	\$335,613.43
29	September 1, 2022 to September 30, 2022	\$217,425.93
30	October 1, 2022 to October 31, 2022	\$235,757.32
31	November 1, 2022 to November 30, 2022	\$123,143.35
32	December 1, 2022 to December 31, 2022	\$106,604.35
33	January 1, 2023 to January 31, 2023	\$113,281.68
34	February 1, 2023 to February 28, 2023	\$41,298.02
35	March 1, 2023 to March 31, 2023	\$12,218.14
36	April 1, 2023 to April 30, 2023	\$259,005.74
37	May 1, 2023 to May 31, 2023	\$106,079.85
38	June 1, 2023 to June 30, 2023	\$541,653.21
39	July 1, 2023 to August 31, 2023	\$107,638.70
Total Previously Approved		\$11,857,566.85

Amount Due This Request **\$246,590.37**

Note: The amount **\$246,590.37** is recommended for approval for payment in accordance with the terms of the Contract.
 Note: The amount **\$58,860.00** (retainage) is recommended for approval for payment 30 days after final acceptance.

CONTRACT SUMMARY

ORIGINAL CONTRACT AMOUNT	\$11,742,070.00
FINAL CONTRACT AMOUNT	\$12,163,017.22
THIS PARTIAL PAYMENT	\$246,590.37
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	\$12,104,157.22
FINAL RETAINAGE - TO BE PAID 30 DAYS AFTER FINAL ACCEPTANCE	\$58,860.00
PERCENT COMPLETE	100.0%

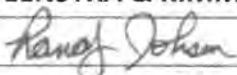
Recommended By: Veenstra & Kimm, Inc.		Contractor: Langman Construction, Inc.		Approved: City of Ottumwa	
Signature		Signature		Signature	
Name	Randy M. Johnson	Name	Brian Gaul	Name	Phillip Burgmeier
Title	Engineer	Title	Project Manager	Title	Director of Public Works
Date	12/12/2023	Date	12/12/2023	Date	12-12-2023

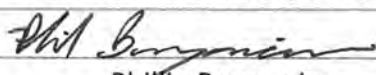
CERTIFICATE OF COMPLETION

BLAKE'S BRANCH SEWER SEPARATOIN PHASE 8, DIVISION 1
OTTUMWA, IOWA
NOVEMBER 30, 2023

We hereby certify that we have made an on-site review of the construction of the Blake's Branch Sewer Separation, Phase 8, Division 1 project as performed by Langman Construction, Inc.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications and that the final amount of the Contract is Twelve Million, One Hundred Sixty-Three Thousand, Seventeen and 22/100 Dollars (\$12,163,017.22).

Reviewed By: VEENSTRA & KIMM, INC.	
Signature	
Name	Randy M. Johnson
Title	Engineer
Date	November 30, 2023

Accepted: CITY OF OTTUMWA, IOWA	
Signature	
Name	Phillip Burgmeier
Title	Public Works Director
Date	12-12-2023

received
12-14-23 1215p

Item No. I.-9.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 19, 2023

Phillip Burgmeier

Prepared By

Engineering Department
Department

Phillip Burgmeier
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #221-2023. Approving Change Order #3, accepting the work as final and complete, and approving the final pay request for the Blake's Branch Sewer Separation Phase 8, Division I, East of Iowa Avenue Project after 30 days.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution #221-2023.

DISCUSSION: Change Order #3 adjusts the project for as-built bid item quantities. Change Order #3 decreases the contract amount by \$(21,778.65). The new contract sum is \$3,141,036.42.

Langman Construction of Rock Island, Illinois, has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #3 with a partial payment of \$72,035.89. A final payment in the amount of \$157,051.82 releasing all retainage will be made after 30 days.

\$3,143,755.00	Contract
\$ 6,000.00	CO #1
\$ 13,060.07	CO #2
\$ (21,778.65)	CO #3
\$3,141,036.42	New Contract

\$3,000,000.00 Budgeted amount

Current construction estimate is \$2,650,000.00

Source of Funds: CIP \$2,000,000 Balance RU Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #221-2023

A RESOLUTION APPROVING CHANGE ORDER #3 AND ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING A PARTIAL PAYMENT AND FINAL PAY REQUEST FOR THE BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION I, EAST OF IOWA AVENUE PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Langman Construction, Inc. of Rock Island, Illinois on March 15, 2022 for the above referenced project; and

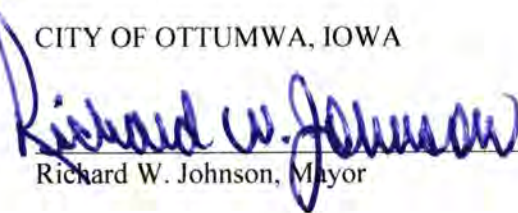
WHEREAS, Change Order #3 decreases the contract amount by \$(21,778.65) resulting in a new contract sum of \$3,141,036.42; and

WHEREAS, After approval of Change Order #3 a partial payment in the amount of \$72,035.89 will be made with the final payment of \$157,051.82 being made after the 30 day waiting period.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Blake's Branch Sewer Separation Phase 8, Division I, East of Iowa Avenue project is hereby accepted as complete and authorization to make partial payment of \$72,035.89 shall be made after approval of Change Order 3 and the final payment to Langman Construction, Inc. of Rock Island, Illinois after a 30 day waiting period in the amount of \$157,051.82 is hereby approved

APPROVED, PASSED, AND ADOPTED, this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

December 11, 2023

CHANGE ORDER NO. 3

OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION PHASE 8
EAST OF IOWA AVENUE SEWER SEPARATION

This change order is an adjustment to As-Built Quantities.

Change Order No. 3 decreases the contract amount by (\$21,778.65).

LANGMAN CONSTRUCTION, INC.

By [Signature]

Title: Project Manager

Date 12/12/2023

VEENSTRA & KIMM, INC.

By [Signature]

Title: Project Engineer

Date 12/12/2023

CITY OF OTTUMWA, IOWA

By [Signature]

Title: Director of Public Works

Date 12-12-2023

ATTEST:

By _____

Title _____

Date _____



**ESTIMATE OF CONSTRUCTION COMPLETED
 PARTIAL PAYMENT NO. 13 (FINAL)**

PROJECT TITLE: BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1, EAST OF IOWA AVENUE SEPARATION

Contractor: Langman Construction, Inc.

Date: December 11, 2023

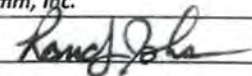
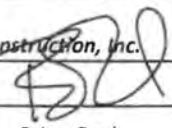
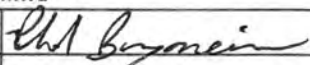
Original Contract Amount:

\$3,143,755.00

Pay Period: September 1, 2023 to October 31, 2023

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
1	Mobilization	LS	1.0	1.0	1.00	\$488,000.00	\$488,000.00
2	Traffic Control	LS	1.0	1.0	1.00	\$20,000.00	\$20,000.00
3	Construction Staking	LS	1.0	1.0	1.00	\$16,000.00	\$16,000.00
4	Trench Compaction Testing	LS	1.0	1.0	1.00	\$15,000.00	\$15,000.00
5	Pavement Samples & Testing	LS	1.0	1.0	1.00	\$5,000.00	\$5,000.00
6	Clearing and Grubbing	LS	1.0	1.0	1.00	\$30,000.00	\$30,000.00
7	Off-site Topsoil	CY	450.0	450.0	450.00	\$40.00	\$18,000.00
8	Off-site Borrow Material	CY	1,800.0	1,800.0	1800.00	\$16.00	\$28,800.00
9	Class 10 Excavation	CY	390.0	390.0	390.00	\$16.00	\$6,240.00
10	Stabilization Material	TON	200.0	200.0	50.00	\$30.00	\$1,500.00
11	Granular Surfacing, 6"	TON	300.0	300.0	329.00	\$30.00	\$9,870.00
12	Pavement Removal	SY	4,730.0	4,730.0	4,650.00	\$10.00	\$46,500.00
13	Subgrade Preparation	SY	4,095.0	4,095.0	4,243.70	\$3.00	\$12,731.10
14	Pavement, PCC, 8", Integral Curb	SY	3,550.0	3,550.0	3,603.40	\$65.00	\$234,221.00
15	Pavement, PCC, 7"	SY	620.0	620.0	794.00	\$64.00	\$50,816.00
16	Sidewalks and Driveways Removal/Disposition	SY	940.0	940.0	754.10	\$10.00	\$7,541.00
17	PCC Driveway, 6", Type B	SY	350.0	350.0	456.99	\$64.00	\$29,247.36
18	Sidewalk, PCC, 4"	SY	740.0	740.0	665.93	\$58.00	\$38,623.94
19	Detectable Warning Panels	SF	168.0	168.0	253.00	\$53.00	\$13,409.00
20	Curb and Gutter, Removal and Replacement, PCC, 8"	LF	1,890.0	1,890.0	1,555.50	\$50.00	\$77,775.00
21	Full Depth Patch, PCC, 8"	SY	1,875.0	1,875.0	2,198.95	\$91.00	\$200,104.45
22	Pipe Removal, 12"-36"	LF	1,050.0	1,050.0	766.00	\$10.00	\$7,660.00
23	Pipe, Abandonment, Fill and Plug	CY	35.0	35.0	12.00	\$200.00	\$2,400.00
24	Abandonment of Existing Manhole	EA	1.0	1.0	1.00	\$700.00	\$700.00
25	Remove Manhole	EA	19.0	19.0	18.00	\$1,000.00	\$18,000.00
26	Remove Intake Structure	EA	42.0	42.0	42.00	\$1,000.00	\$42,000.00
27	Storm Sewer, 12" Class 5 RCP, Trenched	LF	366.0	366.0	222.00	\$125.00	\$27,750.00
28	Storm Sewer, 15" Class 5 RCP, Trenched	LF	2,310.0	2,310.0	2,205.00	\$130.00	\$286,650.00
29	Storm Sewer, 18" Class 5 RCP, Trenched	LF	1,316.0	1,316.0	1,334.90	\$154.00	\$205,574.60
30	Storm Sewer, 24" Class 4 RCP, Trenched	LF	766.0	766.0	762.00	\$200.00	\$152,400.00
31	Storm Sewer, 36" Class 3 RCP, Trenched	LF	195.0	195.0	205.00	\$267.00	\$54,735.00
32	Pipe Culverts, 12" CMP, Trenched	LF	35.0	35.0	8.00	\$65.00	\$520.00
33	12" CMP Flared End Section	EA	2.0	2.0	0.00	\$200.00	\$0.00
34	24" Flared End Section w/Apron Guard and Footing	EA	1.0	1.0	1.00	\$3,700.00	\$3,700.00
35	36" Flared End Section w/Apron Guard and Footing	EA	1.0	1.0	1.00	\$4,400.00	\$4,400.00
36	Storm Sewer Manhole SW-401, 48" Dia.	EA	8.0	8.0	7.00	\$5,800.00	\$40,600.00
37	Storm Sewer Manhole SW-401, 72" Dia.	EA	5.0	5.0	4.00	\$11,300.00	\$45,200.00
38	Storm Sewer Manhole SW-406, 48"x48" I.D.	EA	1.0	1.0	0.00	\$5,700.00	\$0.00
39	Storm Sewer Intake, SW-501	EA	11.0	11.0	13.00	\$4,800.00	\$62,400.00
40	Storm Sewer Intake, SW-503	EA	6.0	6.0	7.00	\$9,300.00	\$65,100.00
41	Storm Sewer Intake, SW-505	EA	8.0	8.0	5.00	\$8,100.00	\$40,500.00
42	Storm Sewer Intake, SW-506	EA	7.0	7.0	7.00	\$12,700.00	\$88,900.00
43	Storm Sewer Intake, SW-511, 36" x 36" I.D.	EA	2.0	2.0	1.00	\$6,700.00	\$6,700.00
44	Storm Sewer Intake, SW-512, 18" Dia.	EA	2.0	2.0	2.00	\$2,200.00	\$4,400.00
45	Storm Sewer Intake, SW-513, 36" x 36" I.D.	EA	8.0	8.0	8.00	\$6,800.00	\$54,400.00
46	Storm Sewer Intake, Adjustment, Minor	EA	2.0	2.0	2.00	\$1,600.00	\$3,200.00
47	Sanitary Sewer Gravity Main, 8", Trenched	LF	1,046.0	1,046.0	1,030.40	\$157.00	\$161,772.80
48	Sanitary Sewer Gravity Main, 12", Trenched	LF	126.0	126.0	513.50	\$190.00	\$97,565.00
49	Sanitary Sewer Gravity Main, 18", Trenched	LF	15.0	15.0	36.00	\$355.00	\$12,780.00
50	Sanitary Sewer Service Stub, 6", Trenched	LF	200.0	200.0	263.00	\$60.00	\$15,780.00

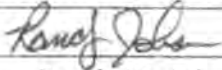
SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$3,143,755.00	\$3,127,976.35
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Add Item 1.67, External Drop Connection, 12". Change included in Bid Item.	\$6,000.00	\$0.00
2	Relocate water mains at intersection of 4th & Van Burren and Foster and Alley	\$13,060.07	\$13,060.07
3	Adjustment for As-Built Quantities	-\$21,778.65	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
Total Change Orders		-\$2,718.58	\$13,060.07
		Total Approved	Total Completed
Revised Contract Price		\$3,141,036.42	\$3,141,036.42
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$3,141,036.42
Retainage (5%)			\$157,051.82
Total Earned Less Retainage			\$2,983,984.60
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	July 1, 2022 to July 31, 2022	\$28,671.00	
2	August 1, 2022 to September 30, 2022	\$359,315.65	
3	October 1, 2022 to October 31, 2022	\$325,376.14	
4	November 1, 2022 to November 30, 2022	\$135,642.90	
5	December 1, 2022 to January 31, 2023	\$256,569.16	
6	February 1, 2023 to February 28, 2023	\$321,511.35	
7	March 1, 2023 to March 31, 2023	\$744,963.40	
8	April 1, 2023 to April 30, 2023	\$227,758.70	
9	May 1, 2023 to May 31, 2023	\$114,687.89	
10	June 1, 2023 to June 30, 2023	\$220,433.13	
11	July 1, 2023 to July 31, 2023	\$87,562.74	
12	August 1, 2023 to August 31, 2023	\$89,456.65	
		Total Previously Approved	\$2,911,948.71
Amount Due This Request			\$72,035.89
<p>Note: The amount \$72,035.89 is recommended for approval for payment in accordance with the terms of the Contract.</p> <p>Note: The amount \$157,051.82 (retainage) is recommended for approval for payment 30 days after final acceptance.</p>			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT		\$3,143,755.00	
FINAL CONTRACT AMOUNT		\$3,141,036.42	
THIS PARTIAL PAYMENT		\$72,035.89	
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT		\$2,983,984.60	
FINAL RETAINAGE - TO BE PAID 30 DAYS AFTER FINAL ACCEPTANCE		\$157,051.82	
PERCENT COMPLETE		100.0%	
Recommended By: Veenstra & Kimm, Inc.		Contractor: Langman Construction, Inc.	
Approved: City of Ottumwa			
Signature		Signature	
Name	Randy M. Johnson	Name	Brian Gaul
Title	Engineer	Title	Project Manager
Date	12/12/2023	Date	12/12/2023
Signature		Signature	
Name		Name	Phillip Burgmeier
Title		Title	Director of Public Works
Date		Date	12-12-23

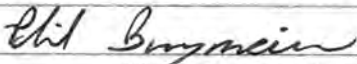
CERTIFICATE OF COMPLETION

BLAKE'S BRANCH SEWER SEPARATOIN PHASE 8, DIVISION 1
EAST OF IOWA AVENUE SEPARATION
OTTUMWA, IOWA
NOVEMBER 30, 2023

We hereby certify that we have made an on-site review of the construction of the Blake's Branch Sewer Separation, Phase 8, Division 1, East of Iowa Avenue Separation project as performed by Langman Construction, Inc.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications and that the final amount of the Contract is Three Million, One Hundred Forty-One Thousand, Thirty-Six and 42/100 Dollars (\$3,141,036.42).

Reviewed By: VEENSTRA & KIMM, INC.	
Signature	
Name	Randy M. Johnson
Title	Engineer
Date	November 30, 2023

Accepted: CITY OF OTTUMWA, IOWA	
Signature	
Name	Phillip Burgmeier
Title	Public Works Director
Date	12-12-2023



Project Timeline

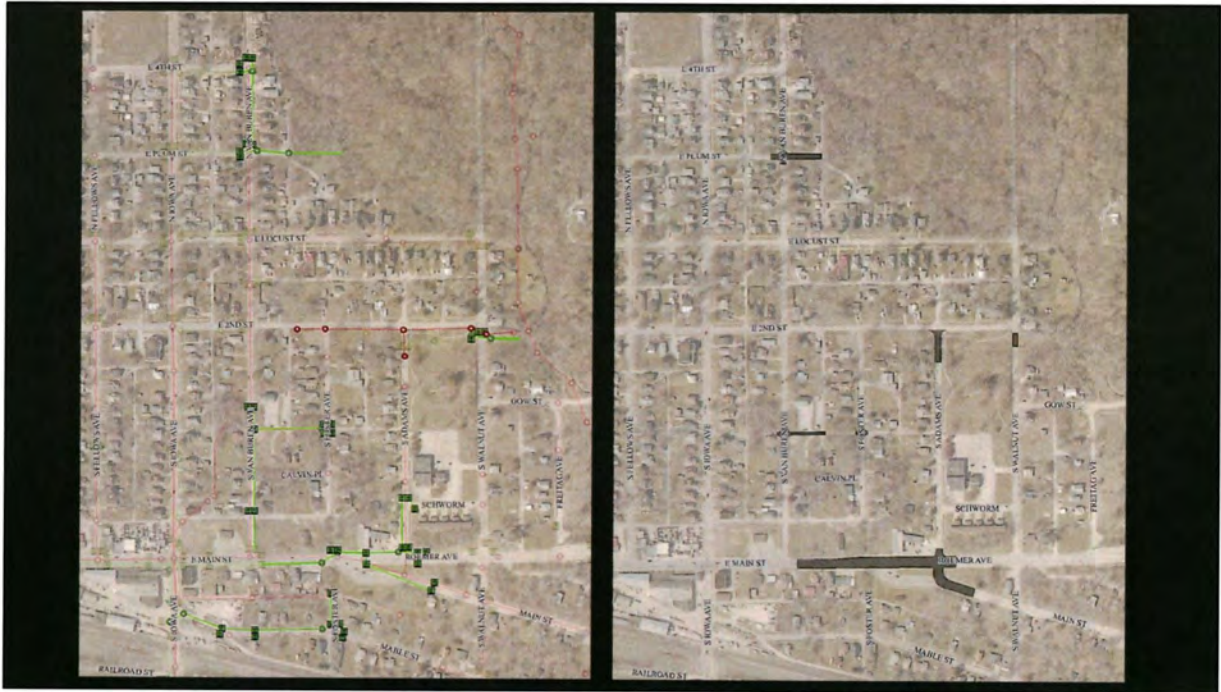
- | | |
|---------------------|---|
| June 2021 | - Design Contract with Veenstra & Kimm, Inc of West Des Moines for the Phase 8, Division 1- East of Iowa Sewer Separation Project |
| March 2022 | - Approve Final Plans & Specs prepared by V&K, Inc.
Project is estimated at \$3,000,000.00 |
| March 2022 | - Award Construction Contract with Langman Construction, Inc. of Rock Island, Illinois for \$3,143,755.00 |
| July 2022 | - Begin Construction |
| October 2023 | - Construction Completion |

Project Location



- **69 Acres Separated**
- **Separated all known combined sewer flows to Orchard Pump Station.**
- **Will monitor flows at Iowa and Hayne crossover before sealing pipe.**
- **Intent is to eliminate the CSO Outfall at Orchard Pump Station.**





Project Quantities

- **4,728 LF Storm Sewer Installed**
 - 43 Intakes
 - 11 Manholes
- **1,579 LF Sanitary Sewer Installed**
 - 19 Manholes
 - 460 LF of Sanitary Services
- **6,596 SY PCC Pavement**
 - 1,556 LF of Curb and Gutter
 - 1,123 SY of Driveway and Sidewalk

Project Funding/Final Costs

FUNDING

\$2,000,000.00 CIP

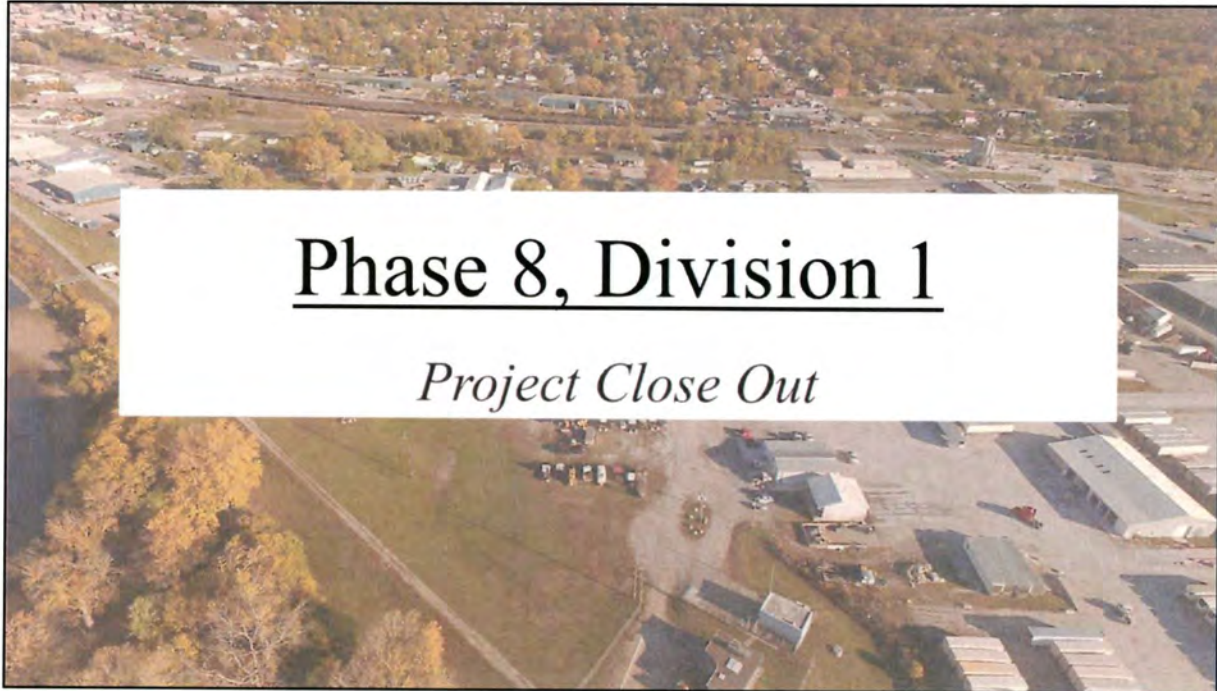
Balance from Road Use

Original Engineers Estimate: \$3,000,000.00

Original Contract: \$3,143,755.00

Change Orders: \$-2,718.58

New Contract Total: \$3,141,036.42

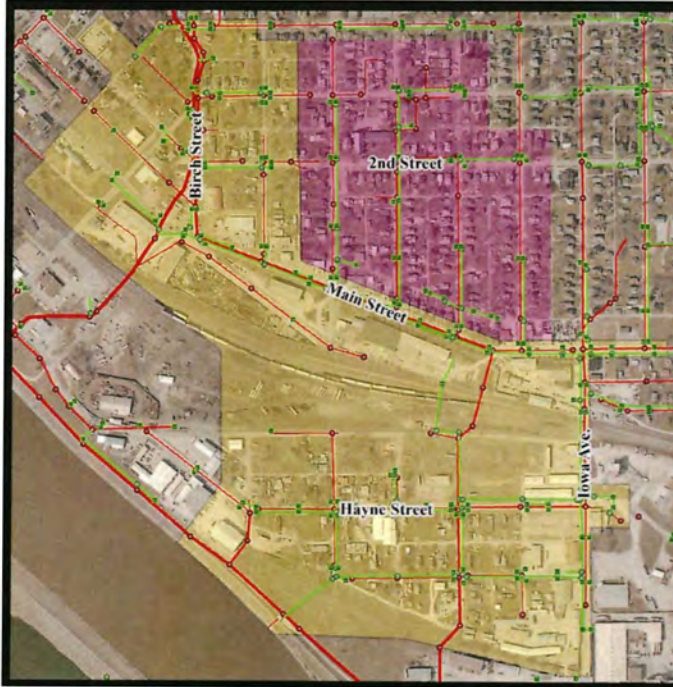


Phase 8, Division 1

Project Close Out

Project Timeline

- June 2018** - Design Contract with Veenstra & Kimm, Inc of West Des Moines for the Phase 8, Division 1 Sewer Separation Project
- November 2019** - Contract with Garden & Associates of Oskaloosa to prepare required easements.
- January 2020** - Approve License with BNSF Railroad to Bore under Railroad
- February 2020** - Approve Final Plans & Specs prepared by V&K, Inc. Project is estimated at \$12,100,000.00
- March 2020** - Award Construction Contract with Langman Construction, Inc. of Rock Island, Illinois for \$11,742,070.00
- April 2020** - Begin Construction
- October 2023** - Construction Completion



Project Location

- 121 Acres newly separated
- 39 Acres previously separated, but recombined at main street, now separated all the way to Blake's Branch
- 160 Total Acres separated



Project Quantities

- **29,370 SY PCC Pavement**
 - **7400 LF of street**
- **5,590 SY of Chip Seal Streets**
 - **2100 LF of Street**
- **7,300 SY of sidewalks and driveways**

Project Funding/Final Costs

FUNDING

\$10,818,495.02 City of Ottumwa (TIF, LOST, RU, Sewer Fund)

\$1,344,522.20 OWW

Original Engineers Estimate: \$12,100,000.00

Original Contract: \$11,742,070.00

Change Orders: \$420,947.22

New Contract Total: \$12,163,017.22

received
12-14-23 1215p

Item No. I.-10.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 19, 2023

Engineering
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier

Department Head

P. J. Baker
City Administrator Approval

AGENDA TITLE: Resolution #222-2023. Awarding the contract for the Elm Street and Fellows Avenue Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #222-2023.

DISCUSSION: This project involves two street projects being bid together. The first project is the full-width, full depth PCC Reconstruction of Elm Street from Main Street to 2nd Street. This project also includes new storm and sanitary sewer. The second project is the full-width, full depth PCC Reconstruction of Fellows Avenue from Main Street to 2nd Street. This project includes storm and sanitary sewer repairs where needed.

Bids were received and opened by the City of Ottumwa on December 13, 2023 at 2:00 p.m. Six (6) bids were received. The low bidder is Jones Contracting Corp. of West Point, Iowa in the amount of \$998,554.00.

Jones Contracting Corp bid \$519,777.00 for Alternate Bid 1 for Elm Street and bid \$478,777.00 for Alternate Bid 2 for Fellows Avenue giving a combined lowest bid for both streets of \$998,554.00.

Bid Tab and Plan Holders List are attached.

\$1,370,000.00 Estimated cost

\$1,303,000.00 Budgeted Amount

Source of Funds: LOST

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #222-2023

A RESOLUTION AWARDING THE CONTRACT FOR THE
ELM STREET AND FELLOWS AVENUE RECONSTRUCTION PROJECT

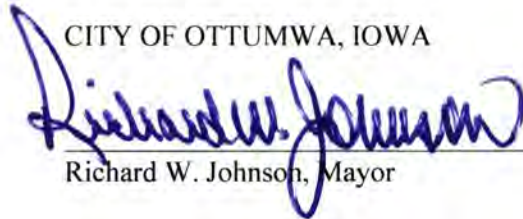
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Jones Contracting Corp. of West Point, Iowa in the amount of \$998,554.00.

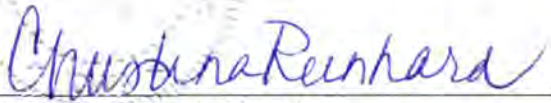

APPROVED, PASSED, AND ADOPTED, this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

PLAN HOLDERS LIST

**Elm Street and Fellows Avenue Reconstruction
Ottumwa, Iowa 52501
G&A #
Bids Received:**

Engineer's Estimate

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

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	DC Concrete & Construction 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	(641) 919-0636	Emailed 11/22/2023			
2	Drish Construction 1701 S. Main St. Fairfield, IA 52556 drish.brandon@gmail.com	641-472-9506	Emailed 11/22/2023			
3	Jones Contracting Corp. 1808 Hwy 16, PO Box 156 West Point, IA 52656 pjones@jonescontractingcorp.com	319-837-8129	Emailed 11/22/2023			
4	Fye Excavating, Inc. 10165 Sperry Rd Sperry, IA 52650 sbush@fyeexcavating.com	319-209-0002	Emailed 11/22/2023			
5	MJ Daly Construction Co Inc. 1916 Mt. Pleasant St Burlington, IA 52601 dalyconst@aol.com	319-754-8119	Emailed 11/22/2023			
6	Sternquist Construction 1110 N 14th St Indianola, IA 50125 bfreeman@sternquistconstruction.com	515-961-8127	Emailed 11/22/2023			
7	Hawkeye Paving Corp 801 42nd St Bettendorf, IA 52722 tperkins@hawkeypaving.com	563-355-6834	Emailed 11/22/2023			
8	Metro Pavers Inc 101 Southgate Ave Iowa City, IA 52240 craig@metro-pavers.com	319-351-8800	Emailed 11/22/2023			
9	Langman Construction 220 - 34th Ave Rock Island, IL 61201 brian@langmanco.com	309-786-8944	Emailed 11/22/2023			
10	Absolute Concrete 505 1st Ave, PO Box 148 Slater, IA 50244 lpetersen@ac-iowa.com	515-228-3031	Emailed 11/22/2023			
11	Blommers Construction 1117 - 222nd Avr Pella, IA 50219 iblommers5@gmail.com	641-628-4068	Emailed 11/22/2023			
12	Wicks Construction, Inc 2201 State Hwy 9 Decorah, IA 52101 sheila@wicksconstruction.com	563-382-2325	Emailed 11/22/2023			
13	Leffler Dirtworks 2272 320th St Oskaloosa, IA 52577 cleffler44@gmail.com	641-226-2231	City Website 11/26/2023			
14	Iowa Concrete Paving Association 360 SE Deleware Ave Ankeny, IA 50021 rbangs@concretestate.org	515-963-0606	City Website 11/26/2023			
15	JQ Construction L.L.C 313 Pine St.	319-269-5518	City Website			

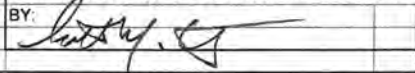
	Washburn, IA 50702 jgconstruction@live.com		11/27/2023			
16	Iowa Civil Contracting 1106 3rd St Victor, IA 52347 missyr@iowacivil.com	319-647-3561	City Website 11/27/2023			
17	Concrete Technologies Inc. 1001 SE 37th St Grimes, IA 50111 hdiarz@cti-ia.com	515-252-1650	City Website 11/28/2023			
18	McCarthy Improvement Company 5401 Victoria Ave Davenport, IA 52807 jduarte@mccarthyimprovement.com	563-359-0321	City Website 11/27/2023			
19	Alliance Construction Group 9400 Plum Drive, Suite 100 Urbandale, IA 50322 jdegraff@acgiowa.com	515-225-6677	City Website 12/5/2023			
20	Evolution Contracting PO Box 160 Indianola, IA 50125 j.mrzena@eciowa.com	515-373-7117	City Website 12/7/2023			
21	Warner Engineering Associates Inc 1010 E Washington St Ste 202 Mt Pleasant, IA 52641 jwarner@warneriowa.com	319-385-4180	City Website 12/8/2023			
22	Prime Excavating Inc PO Box 174 Garner, IA 50438 garndorfer@primeexcavatinginc.com	515-341-6881	City Website 12/11/2023			
23	Cornerstone Excavating, Inc. PO Box 928 Washington, IA 52353 office@cstoneinc.com	319-653-3957	City Website 12/11/2023			
24	Boyle Built Enterprises LLC Iowa Department of Transportation Selma, IA 52588 amy@boylebuilt.com	641-777-3133	City Website 12/12/2023			
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718				
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680				

BID TABULATION FOR															
Elm Street Reconstruction															
ITEM	DESCRIPTION	UNIT	QTY	CONSTRUCTION ESTIMATE		JONES CONTRACTING		DRISH CONST.		LEFFLER DIRTWORKS		J&K CONTRACTING		McCARTHY IMPR.	
				PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION
1	Topsoil, Haul, Furnish and Spread	CY	100	\$ 50.00	\$5,000.00	\$ 30.00	\$3,000.00	\$ 55.00	\$5,500.00	\$ 45.00	\$4,500.00	\$ 83.00	\$8,300.00	\$ 95.00	\$9,500.00
2	Excavation, Class 10, Roadway AND Borrow	CY	453	\$ 25.00	\$11,325.00	\$ 19.50	\$8,833.50	\$ 20.00	\$9,060.00	\$ 30.00	\$13,590.00	\$ 35.00	\$15,855.00	\$ 50.00	\$22,650.00
3	Excavation, Class 10, Unsuitable or Unstable	CY	150	\$ 62.75	\$9,412.50	\$ 75.10	\$11,265.00	\$ 73.75	\$11,062.50	\$ 35.00	\$5,250.00	\$ 82.00	\$12,300.00	\$ 50.00	\$7,500.00
4	Subgrade Preparation	SY	###	\$ 4.00	\$11,920.00	\$ 2.65	\$7,897.00	\$ 3.50	\$10,430.00	\$ 8.00	\$23,840.00	\$ 4.75	\$14,155.00	\$ 2.00	\$5,960.00
5	Modified Subbase	SY	###	\$ 15.00	\$44,700.00	\$ 10.55	\$31,439.00	\$ 13.50	\$40,230.00	\$ 9.00	\$26,820.00	\$ 16.75	\$49,915.00	\$ 11.00	\$32,780.00
6	Trench Compaction Testing	LS	1	\$ 5,000.00	\$5,000.00	\$ 3,150.00	\$3,150.00	\$12,450.00	\$12,450.00	\$ 5,000.00	\$5,000.00	\$ 5,810.00	\$5,810.00	\$10,000.00	\$10,000.00
7	Sanitary Sewer, Trenched, PVC, 8" SDR-26	LF	585	\$ 210.00	\$122,850.00	\$ 78.55	\$45,951.75	\$ 85.00	\$49,725.00	\$ 153.00	\$89,505.00	\$ 110.00	\$64,350.00	\$ 155.00	\$90,675.00
8	Sanitary Sewer, Trenched, PVC, 15" SDR-26	LF	8	\$ 215.00	\$1,720.00	\$ 341.25	\$2,730.00	\$ 405.00	\$3,240.00	\$ 300.00	\$2,400.00	\$ 315.00	\$2,520.00	\$ 410.00	\$3,280.00
9	Sewer Service, Sanitary, 6 IN. DIA.	LF	600	\$ 135.00	\$81,000.00	\$ 71.50	\$42,900.00	\$ 120.00	\$72,000.00	\$ 85.00	\$51,000.00	\$ 150.00	\$90,000.00	\$ 160.00	\$96,000.00
10	Sanitary Sewer, Removal of Pipe < 36"	LF	593	\$ 60.00	\$35,580.00	\$ 15.75	\$9,339.75	\$ 20.00	\$11,860.00	\$ 10.00	\$5,930.00	\$ 24.00	\$14,232.00	\$ 6.00	\$3,558.00
11	Storm Sewer, Removal of Pipe < 36"	LF	131	\$ 60.00	\$7,860.00	\$ 15.75	\$2,063.25	\$ 20.00	\$2,620.00	\$ 10.00	\$1,310.00	\$ 26.00	\$3,406.00	\$ 22.00	\$2,882.00
12	Storm Sewer, Trenched, 12" RCP	LF	145	\$ 90.00	\$13,050.00	\$ 63.70	\$9,236.50	\$ 90.00	\$13,050.00	\$ 125.00	\$18,125.00	\$ 123.00	\$17,835.00	\$ 115.00	\$16,675.00
13	Subdrain, STD, Perforated, 4"	LF	###	\$ 12.00	\$20,004.00	\$ 9.20	\$15,336.40	\$ 9.00	\$15,003.00	\$ 16.00	\$26,672.00	\$ 18.00	\$30,006.00	\$ 15.00	\$25,005.00
14	Subdrain Outlet (4040233)	EA	4	\$ 320.00	\$1,280.00	\$ 141.75	\$567.00	\$ 205.00	\$820.00	\$ 400.00	\$1,600.00	\$ 235.00	\$940.00	\$ 225.00	\$900.00
15	Water Service Stub, Copper, 3/4 IN.	EA	5	\$ 1,715.00	\$8,575.00	\$ 1,163.40	\$5,817.00	\$ 1,475.00	\$7,375.00	\$ 3,000.00	\$15,000.00	\$ 2,341.00	\$11,705.00	\$ 1,500.00	\$7,500.00
16	Manhole, Sanitary Sewer, SW-301	EA	1	\$12,000.00	\$12,000.00	\$ 7,089.60	\$7,089.60	\$ 6,725.00	\$6,725.00	\$ 9,000.00	\$9,000.00	\$ 5,770.00	\$5,770.00	\$ 6,400.00	\$6,400.00
17	Single Grate Intake, SW-501	EA	1	\$ 5,500.00	\$5,500.00	\$ 4,695.60	\$4,695.60	\$ 4,900.00	\$4,900.00	\$ 5,000.00	\$5,000.00	\$ 5,223.00	\$5,223.00	\$ 5,400.00	\$5,400.00
18	Single Grate Intake, SW-503	EA	1	\$ 8,500.00	\$8,500.00	\$ 8,847.30	\$8,847.30	\$ 7,925.00	\$7,925.00	\$ 6,500.00	\$6,500.00	\$ 8,435.00	\$8,435.00	\$ 8,600.00	\$8,600.00
19	Single Grate Intake, SW-511	EA	1	\$ 9,250.00	\$9,250.00	\$ 4,363.80	\$4,363.80	\$ 5,150.00	\$5,150.00	\$ 7,250.00	\$7,250.00	\$ 5,090.00	\$5,090.00	\$ 4,200.00	\$4,200.00
20	Manhole or Intake Adjustment, Minor	EA	2	\$ 1,650.00	\$3,300.00	\$ 1,608.60	\$3,217.20	\$ 1,675.00	\$3,350.00	\$ 1,500.00	\$3,000.00	\$ 1,565.00	\$3,130.00	\$ 600.00	\$1,200.00
21	Connect to Existing Intake or Manhole	EA	1	\$ 2,250.00	\$2,250.00	\$ 2,362.50	\$2,362.50	\$ 1,400.00	\$1,400.00	\$ 3,000.00	\$3,000.00	\$ 3,618.00	\$3,618.00	\$ 1,100.00	\$1,100.00
22	Remove Manhole or Intake	EA	4	\$ 1,200.00	\$4,800.00	\$ 682.50	\$2,730.00	\$ 1,180.00	\$4,720.00	\$ 1,500.00	\$6,000.00	\$ 705.00	\$2,820.00	\$ 770.00	\$3,080.00
23	STD or Slip Form PCC Pavement, CL. C, CL3, 7"	SY	###	\$ 68.00	\$178,500.00	\$ 62.50	\$164,062.50	\$ 66.25	\$173,906.25	\$ 61.00	\$160,125.00	\$ 70.00	\$183,750.00	\$ 78.00	\$204,750.00
24	Removal of Paved Driveway	SY	140	\$ 13.00	\$1,820.00	\$ 4.75	\$665.00	\$ 9.50	\$1,330.00	\$ 20.00	\$2,800.00	\$ 17.00	\$2,380.00	\$ 19.00	\$2,660.00
25	Removal of Sidewalk	SY	95	\$ 13.00	\$1,235.00	\$ 4.75	\$451.25	\$ 7.50	\$712.50	\$ 20.00	\$1,900.00	\$ 25.00	\$2,375.00	\$ 11.00	\$1,045.00
26	Sidewalk, P.C. Concrete, 6 IN.	SY	92	\$ 87.00	\$8,004.00	\$ 106.00	\$9,752.00	\$ 69.50	\$6,394.00	\$ 64.00	\$5,888.00	\$ 74.00	\$6,808.00	\$ 192.00	\$17,664.00
27	Detectable Warnings	SF	32	\$ 77.00	\$2,464.00	\$ 65.00	\$2,080.00	\$ 56.00	\$1,792.00	\$ 53.00	\$1,696.00	\$ 60.00	\$1,920.00	\$ 55.00	\$1,760.00
28	Driveway, P.C. Concrete, 6 IN.	SY	155	\$ 110.00	\$17,050.00	\$ 127.00	\$19,685.00	\$ 69.00	\$10,695.00	\$ 155.00	\$24,025.00	\$ 74.00	\$11,470.00	\$ 122.00	\$18,910.00
29	Driveway, 3/4" Crushed Stone	TN	25	\$ 45.00	\$1,125.00	\$ 33.60	\$840.00	\$ 39.75	\$993.75	\$ 44.00	\$1,100.00	\$ 56.00	\$1,400.00	\$ 43.00	\$1,075.00
30	Removal of Pavement	SY	###	\$ 10.00	\$27,000.00	\$ 5.20	\$14,040.00	\$ 6.25	\$16,875.00	\$ 10.00	\$27,000.00	\$ 14.00	\$37,800.00	\$ 12.00	\$32,400.00
31	Traffic Control	LS	1	\$ 6,500.00	\$6,500.00	\$ 2,325.00	\$2,325.00	\$ 3,675.00	\$3,675.00	\$ 10,000.00	\$10,000.00	\$ 8,820.00	\$8,820.00	\$ 4,000.00	\$4,000.00
32	Seeding, Fertilizing, & Mulching (URBAN)	LS	1	\$ 7,000.00	\$7,000.00	\$ 5,000.00	\$5,000.00	\$ 6,175.00	\$6,175.00	\$ 7,800.00	\$7,800.00	\$ 5,580.00	\$5,580.00	\$ 6,700.00	\$6,700.00
33	Erosion Control, Silt Fence & Filter Socks	LF	100	\$ 10.00	\$1,000.00	\$ 10.00	\$1,000.00	\$ 3.25	\$325.00	\$ 5.00	\$500.00	\$ 11.00	\$1,100.00	\$ 6.00	\$600.00
34	Erosion Control, Silt Fence & Filter Socks Rem.	LF	100	\$ 6.00	\$600.00	\$ 10.00	\$1,000.00	\$ 2.00	\$200.00	\$ 1.50	\$150.00	\$ 6.00	\$600.00	\$ 1.00	\$100.00
35	Concrete Steps	SF	50	\$ 100.00	\$5,000.00	\$ 125.00	\$6,250.00	\$ 25.50	\$1,275.00	\$ 24.00	\$1,200.00	\$ 27.00	\$1,350.00	\$ 150.00	\$7,500.00
36	Construction Survey	LS	1	\$ 5,000.00	\$5,000.00	\$ 5,200.00	\$5,200.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 16,750.00	\$16,750.00	\$ 6,700.00	\$6,700.00
37	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$53,594.10	\$53,594.10	\$25,000.00	\$25,000.00	\$ 35,000.00	\$35,000.00	\$ 82,500.00	\$82,500.00	\$110,000.00	\$110,000.00
38	Concrete Washout	LS	1	\$ 2,500.00	\$2,500.00	\$ 1,000.00	\$1,000.00	\$ 1,425.00	\$1,425.00	\$ 1,350.00	\$1,350.00	\$ 1,646.00	\$1,646.00	\$ 300.00	\$300.00
TOTAL					\$668,488.50		\$519,777.00		\$559,369.00		\$620,826.00		\$741,664.00		\$781,009.00

Fellows Avenue Reconstruction

ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE		JONES CONTRACTING		DRISH CONSTRUCTION		LEFFLER DIRTWORK		J&K CONTRACTING		McCARTHY IMPR		
			QTY	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION
1	Topsoil, Haul, Furnish & Spread	CY	100	\$ 50.00	\$5,000.00	\$ 30.00	\$3,000.00	\$ 55.00	\$5,500.00	\$ 45.00	\$4,500.00	\$ 84.00	\$8,400.00	\$ 110.00	\$11,000.00
2	Excavation, Class 10, Roadway and Borrow	CY	394	\$ 25.00	\$9,850.00	\$ 19.50	\$7,683.00	\$ 20.00	\$7,880.00	\$ 30.00	\$11,820.00	\$ 55.00	\$21,670.00	\$ 53.00	\$20,882.00
3	Excavation, Class 10, Unsuitable or Unstable	CY	150	\$ 62.75	\$9,412.50	\$ 75.10	\$11,265.00	\$ 73.75	\$11,062.50	\$ 35.00	\$5,250.00	\$ 93.00	\$13,950.00	\$ 50.00	\$7,500.00
4	Subgrade Preparation	SY	###	\$ 4.00	\$13,016.00	\$ 2.65	\$8,623.10	\$ 3.50	\$11,389.00	\$ 8.00	\$26,032.00	\$ 5.00	\$16,270.00	\$ 2.00	\$6,508.00
5	Modified Subbase	SY	###	\$ 15.00	\$48,810.00	\$ 10.50	\$34,167.00	\$ 13.50	\$43,929.00	\$ 9.00	\$29,286.00	\$ 17.00	\$55,318.00	\$ 11.00	\$35,794.00
6	Trench Compaction Testing	LS	1	\$ 5,000.00	\$5,000.00	\$ 3,150.00	\$3,150.00	\$12,450.00	\$12,450.00	\$ 5,000.00	\$5,000.00	\$ 5,810.00	\$5,810.00	\$ 3,600.00	\$3,600.00
7	Sewer Service, Sanitary 6 in. Dia	LF	100	\$ 210.00	\$21,000.00	\$ 71.50	\$7,150.00	\$ 120.00	\$12,000.00	\$ 100.00	\$10,000.00	\$ 275.00	\$27,500.00	\$ 196.00	\$19,600.00
8	Removal of Pipe, < 36"	LF	90	\$ 60.00	\$5,400.00	\$ 15.75	\$1,417.50	\$ 20.00	\$1,800.00	\$ 20.00	\$1,800.00	\$ 22.00	\$1,980.00	\$ 8.00	\$720.00
9	Storm Sewer, Trenched, 12" RCP	LF	34	\$ 150.00	\$5,100.00	\$ 63.70	\$2,165.80	\$ 100.00	\$3,400.00	\$ 175.00	\$5,950.00	\$ 111.00	\$3,774.00	\$ 150.00	\$5,100.00
10	Subdrain, STD, Perforated, 4"	LF	###	\$ 12.00	\$22,440.00	\$ 9.20	\$17,204.00	\$ 9.00	\$16,830.00	\$ 14.00	\$26,180.00	\$ 18.00	\$33,660.00	\$ 15.00	\$28,050.00
11	Subdrain Outlet (4040.233)	EA	3	\$ 320.00	\$960.00	\$ 141.75	\$425.25	\$ 205.00	\$615.00	\$ 400.00	\$1,200.00	\$ 235.00	\$705.00	\$ 225.00	\$675.00
12	Sanitary Sewer Spot Repair, SDR-26, 12"	LF	6	\$ 2,800.00	\$16,800.00	\$ 609.00	\$3,654.00	\$ 2,300.00	\$13,800.00	\$ 1,500.00	\$9,000.00	\$ 791.00	\$4,746.00	\$ 535.00	\$3,210.00
13	Sanitary Sewer Spot Repair, SDR-26, 15"	LF	40	\$ 3,000.00	\$120,000.00	\$ 299.25	\$11,970.00	\$ 1,050.00	\$42,000.00	\$ 400.00	\$16,000.00	\$ 298.00	\$11,920.00	\$ 265.00	\$10,600.00
14	Sanitary Sewer Spot Repair, SDR-26, 18"	LF	6	\$ 3,250.00	\$19,500.00	\$ 766.50	\$4,599.00	\$ 2,500.00	\$15,000.00	\$ 1,800.00	\$10,800.00	\$ 952.00	\$5,712.00	\$ 770.00	\$4,620.00
15	Water Service Stub, Copper, 3/4 in	EA	5	\$ 1,800.00	\$9,000.00	\$ 1,163.40	\$5,817.00	\$ 1,475.00	\$7,375.00	\$ 1,000.00	\$5,000.00	\$ 2,488.00	\$12,440.00	\$ 1,600.00	\$8,000.00
16	Manhole, Sanitary Sewer, SW-301	EA	2	\$12,000.00	\$24,000.00	\$ 7,142.10	\$14,284.20	\$ 6,585.00	\$13,170.00	\$ 9,000.00	\$18,000.00	\$ 5,959.00	\$11,918.00	\$ 8,800.00	\$17,600.00
17	Single Grate Intake, SW-501	EA	1	\$ 5,500.00	\$5,500.00	\$ 4,695.60	\$4,695.60	\$ 4,900.00	\$4,900.00	\$ 5,000.00	\$5,000.00	\$ 5,357.00	\$5,357.00	\$ 5,400.00	\$5,400.00
18	Single Grate Intake, SW-503	EA	1	\$ 8,500.00	\$8,500.00	\$ 8,847.30	\$8,847.30	\$ 7,925.00	\$7,925.00	\$ 6,500.00	\$6,500.00	\$ 8,284.00	\$8,284.00	\$ 8,600.00	\$8,600.00
19	Remove Manhole or Intake	EA	3	\$ 1,500.00	\$4,500.00	\$ 682.50	\$2,047.50	\$ 1,180.00	\$3,540.00	\$ 1,500.00	\$4,500.00	\$ 705.00	\$2,115.00	\$ 800.00	\$2,400.00
20	STD or Slipform PCC Pavement, Cl. C, Cl. 3, 7"	SY	###	\$ 68.00	\$193,256.00	\$ 62.50	\$177,625.00	\$ 66.25	\$188,282.50	\$ 60.00	\$170,520.00	\$ 70.00	\$198,940.00	\$ 82.00	\$233,044.00
21	Removal of Paved Driveway	SY	240	\$ 13.00	\$3,120.00	\$ 4.75	\$1,140.00	\$ 9.50	\$2,280.00	\$ 20.00	\$4,800.00	\$ 17.00	\$4,080.00	\$ 18.00	\$4,320.00
22	Removal of Sidewalk	SY	202	\$ 13.00	\$2,626.00	\$ 4.75	\$959.50	\$ 7.50	\$1,515.00	\$ 20.00	\$4,040.00	\$ 17.00	\$3,434.00	\$ 13.00	\$2,626.00
23	Sidewalk, P.C. Concrete, 6 in.	SY	205	\$ 87.00	\$17,835.00	\$ 106.00	\$21,730.00	\$ 69.50	\$14,247.50	\$ 64.00	\$13,120.00	\$ 74.00	\$15,170.00	\$ 150.00	\$30,750.00
24	Detectable Warnings	SF	44	\$ 77.00	\$3,388.00	\$ 65.00	\$2,860.00	\$ 56.00	\$2,464.00	\$ 53.00	\$2,332.00	\$ 60.00	\$2,640.00	\$ 60.00	\$2,640.00
25	Driveway, P.C. Concrete, 6 in.	SY	230	\$ 115.00	\$26,450.00	\$ 125.00	\$28,750.00	\$ 69.00	\$15,870.00	\$ 64.00	\$14,720.00	\$ 73.00	\$16,790.00	\$ 122.00	\$28,060.00
26	Driveway, 3/4" Crushed Stone	TN	25	\$ 45.00	\$1,125.00	\$ 33.60	\$840.00	\$ 39.75	\$993.75	\$ 44.00	\$1,100.00	\$ 56.00	\$1,400.00	\$ 43.00	\$1,075.00
27	Removal of Pavement	SY	###	\$ 10.00	\$29,100.00	\$ 5.25	\$15,277.50	\$ 6.25	\$18,187.50	\$ 10.00	\$29,100.00	\$ 14.00	\$40,740.00	\$ 12.00	\$34,920.00
28	Traffic Control	LS	1	\$ 6,500.00	\$6,500.00	\$ 2,325.00	\$2,325.00	\$ 3,675.00	\$3,675.00	\$ 10,000.00	\$10,000.00	\$ 8,820.00	\$8,820.00	\$ 4,000.00	\$4,000.00
29	Seeding, Fertilizing, & Mulching (Urban)	LS	1	\$ 7,000.00	\$7,000.00	\$ 5,000.00	\$5,000.00	\$ 6,175.00	\$6,175.00	\$ 7,500.00	\$7,500.00	\$ 5,580.00	\$5,580.00	\$ 8,000.00	\$8,000.00
30	Erosion Control, Silt Fence & Filter Socks	LF	50	\$ 10.00	\$500.00	\$ 20.00	\$1,000.00	\$ 3.25	\$162.50	\$ 5.00	\$250.00	\$ 11.00	\$550.00	\$ 6.00	\$300.00
31	Erosion Control, Silt Fence & Filter Socks-Removal	LF	50	\$ 6.00	\$300.00	\$ 20.00	\$1,000.00	\$ 2.00	\$100.00	\$ 2.00	\$100.00	\$ 6.00	\$300.00	\$ 1.00	\$50.00
32	Concrete Steps	SF	50	\$ 100.00	\$5,000.00	\$ 125.00	\$6,250.00	\$ 26.00	\$1,300.00	\$ 24.00	\$1,200.00	\$ 27.00	\$1,350.00	\$ 150.00	\$7,500.00
33	Construction Survey	LS	1	\$ 5,000.00	\$5,000.00	\$ 5,200.00	\$5,200.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 16,750.00	\$16,750.00	\$ 6,800.00	\$6,800.00
34	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$54,154.75	\$54,154.75	\$25,000.00	\$25,000.00	\$ 35,000.00	\$35,000.00	\$ 82,003.00	\$82,003.00	\$102,000.00	\$102,000.00
35	Concrete Washout	LS	1	\$ 3,500.00	\$3,500.00	\$ 2,500.00	\$2,500.00	\$ 1,550.00	\$1,550.00	\$ 1,350.00	\$1,350.00	\$ 1,510.00	\$1,510.00	\$ 300.00	\$300.00
TOTAL					\$668,488.50	\$478,777.00	\$526,368.25	\$506,950.00	\$651,586.00	\$666,244.00					
BASE BID TOTAL					\$1,336,977.00	\$998,554.00	\$1,085,737.25	\$1,127,776.00	\$1,393,250.00	\$1,447,253.00					

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 12-13-2023

BY: 

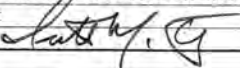
BID TABULATION FOR

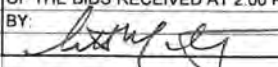
ELM STREET RECONSTRUCTION (STAND ALONE)

ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE				JONES CONTRACTING		DRISH CONST.		LEFFLER DIRTWORKS		J&K CONTRACTING		McCARTHY IMPROVEMENT	
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	TOPSOIL, HAUL, FURNISH AND SPREAD	CY	100	\$ 50.00	\$5,000.00	\$ 30.00	\$3,000.00	\$ 55.00	\$5,500.00	\$ 45.00	\$4,500.00	\$ 83.00	\$8,300.00	\$ 95.00	\$9,500.00	
2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	453	\$ 25.00	\$11,325.00	\$ 19.50	\$8,833.50	\$ 20.00	\$9,060.00	\$ 30.00	\$13,590.00	\$ 35.00	\$15,855.00	\$ 50.00	\$22,650.00	
3	EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE	CY	150	\$ 62.75	\$9,412.50	\$ 75.10	\$11,265.00	\$ 73.75	\$11,062.50	\$ 35.00	\$5,250.00	\$ 82.00	\$12,300.00	\$ 50.00	\$7,500.00	
4	SUBGRADE PREPARATION	SY	2980	\$ 4.00	\$11,920.00	\$ 2.65	\$7,897.00	\$ 3.50	\$10,430.00	\$ 8.00	\$23,840.00	\$ 4.75	\$14,155.00	\$ 2.00	\$5,960.00	
5	MODIFIED SUBBASE	SY	2980	\$ 15.00	\$44,700.00	\$ 10.55	\$31,439.00	\$ 13.50	\$40,230.00	\$ 9.00	\$26,820.00	\$ 16.75	\$49,915.00	\$ 11.00	\$32,780.00	
6	TRENCH COMPACTION TESTING	LS	1	\$ 5,000.00	\$5,000.00	\$ 3,150.00	\$3,150.00	\$ 12,450.00	\$12,450.00	\$ 5,000.00	\$5,000.00	\$ 5,810.00	\$5,810.00	\$ 10,000.00	\$10,000.00	
7	SANITARY SEWER, TRENCHED, PVC, 8" SDR-26	LF	585	\$ 210.00	\$122,850.00	\$ 78.55	\$45,951.75	\$ 85.00	\$49,725.00	\$ 153.00	\$89,505.00	\$ 110.00	\$64,350.00	\$ 155.00	\$90,675.00	
8	SANITARY SEWER, TRENCHED, PVC, 15" SDR-26	LF	8	\$ 215.00	\$1,720.00	\$ 341.25	\$2,730.00	\$ 405.00	\$3,240.00	\$ 300.00	\$2,400.00	\$ 315.00	\$2,520.00	\$ 410.00	\$3,280.00	
9	SEWER SERVICE, SANITARY, 6 IN. DIA.	LF	600	\$ 135.00	\$81,000.00	\$ 71.50	\$42,900.00	\$ 120.00	\$72,000.00	\$ 85.00	\$51,000.00	\$ 150.00	\$90,000.00	\$ 160.00	\$96,000.00	
10	SANITARY SEWER, REMOVAL OF PIPE < 36"	LF	593	\$ 60.00	\$35,580.00	\$ 15.75	\$9,339.75	\$ 20.00	\$11,860.00	\$ 10.00	\$5,930.00	\$ 24.00	\$14,232.00	\$ 6.00	\$3,558.00	
11	STORM SEWER, REMOVAL OF PIPE < 36"	LF	131	\$ 60.00	\$7,860.00	\$ 15.75	\$2,063.25	\$ 20.00	\$2,620.00	\$ 10.00	\$1,310.00	\$ 26.00	\$3,406.00	\$ 22.00	\$2,882.00	
12	STORM SEWER, TRENCHED, 12" RCP	LF	145	\$ 90.00	\$13,050.00	\$ 63.70	\$9,236.50	\$ 90.00	\$13,050.00	\$ 125.00	\$18,125.00	\$ 123.00	\$17,835.00	\$ 115.00	\$16,675.00	
13	SUBDRAIN, STD, PERFORATED, 4"	LF	1667	\$ 12.00	\$20,004.00	\$ 9.20	\$15,336.40	\$ 9.00	\$15,003.00	\$ 16.00	\$26,672.00	\$ 18.00	\$30,006.00	\$ 15.00	\$25,005.00	
14	SUBDRAIN OUTLET (4040233)	EA	4	\$ 320.00	\$1,280.00	\$ 141.75	\$567.00	\$ 205.00	\$820.00	\$ 400.00	\$1,600.00	\$ 235.00	\$940.00	\$ 225.00	\$900.00	
15	WATER SERVICE STUB, COPPER, 3/4 IN.	EA	5	\$ 1,715.00	\$8,575.00	\$ 1,163.40	\$5,817.00	\$ 1,475.00	\$7,375.00	\$ 3,000.00	\$15,000.00	\$ 2,341.00	\$11,705.00	\$ 1,500.00	\$7,500.00	
16	MANHOLE, SANITARY SEWER, SW-301	EA	1	\$ 12,000.00	\$12,000.00	\$ 7,089.60	\$7,089.60	\$ 6,725.00	\$6,725.00	\$ 9,000.00	\$9,000.00	\$ 5,770.00	\$5,770.00	\$ 6,400.00	\$6,400.00	
17	SINGLE GRATE INTAKE, SW-501	EA	1	\$ 5,500.00	\$5,500.00	\$ 4,695.60	\$4,695.60	\$ 4,900.00	\$4,900.00	\$ 5,000.00	\$5,000.00	\$ 5,223.00	\$5,223.00	\$ 5,400.00	\$5,400.00	
18	SINGLE GRATE INTAKE, SW-503	EA	1	\$ 8,500.00	\$8,500.00	\$ 8,847.30	\$8,847.30	\$ 7,925.00	\$7,925.00	\$ 6,500.00	\$6,500.00	\$ 8,435.00	\$8,435.00	\$ 8,600.00	\$8,600.00	
19	SINGLE GRATE INTAKE, SW-511	EA	1	\$ 9,250.00	\$9,250.00	\$ 4,363.80	\$4,363.80	\$ 5,150.00	\$5,150.00	\$ 7,250.00	\$7,250.00	\$ 5,090.00	\$5,090.00	\$ 4,200.00	\$4,200.00	
20	MANHOLE OR INTAKE ADJUSTMENT, MINOR	EA	2	\$ 1,650.00	\$3,300.00	\$ 1,608.60	\$3,217.20	\$ 1,675.00	\$3,350.00	\$ 1,500.00	\$3,000.00	\$ 1,565.00	\$3,130.00	\$ 600.00	\$1,200.00	
21	CONNECT TO EXISTING INTAKE OR MANHOLE	EA	1	\$ 2,250.00	\$2,250.00	\$ 2,362.50	\$2,362.50	\$ 1,400.00	\$1,400.00	\$ 3,000.00	\$3,000.00	\$ 3,618.00	\$3,618.00	\$ 1,100.00	\$1,100.00	
22	REMOVE MANHOLE OR INTAKE	EA	4	\$ 1,200.00	\$4,800.00	\$ 682.50	\$2,730.00	\$ 1,180.00	\$4,720.00	\$ 1,500.00	\$6,000.00	\$ 705.00	\$2,820.00	\$ 770.00	\$3,080.00	
23	STD OR SLIP FORM PCC PAVEMENT, CL. C, CL3, 7"	SY	2625	\$ 68.00	\$178,500.00	\$ 62.50	\$164,062.50	\$ 66.25	\$173,906.25	\$ 68.00	\$178,500.00	\$ 70.00	\$183,750.00	\$ 78.00	\$204,750.00	
24	REMOVAL OF PAVED DRIVEWAY	SY	140	\$ 13.00	\$1,820.00	\$ 4.75	\$665.00	\$ 9.50	\$1,330.00	\$ 20.00	\$2,800.00	\$ 17.00	\$2,380.00	\$ 19.00	\$2,660.00	
25	REMOVAL OF SIDEWALK	SY	95	\$ 13.00	\$1,235.00	\$ 4.75	\$451.25	\$ 7.50	\$712.50	\$ 20.00	\$1,900.00	\$ 25.00	\$2,375.00	\$ 11.00	\$1,045.00	
26	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	92	\$ 87.00	\$8,004.00	\$ 106.00	\$9,752.00	\$ 69.50	\$6,394.00	\$ 70.00	\$6,440.00	\$ 74.00	\$6,808.00	\$ 192.00	\$17,664.00	
27	DETECTABLE WARNINGS	SF	32	\$ 77.00	\$2,464.00	\$ 65.00	\$2,080.00	\$ 56.00	\$1,792.00	\$ 60.00	\$1,920.00	\$ 60.00	\$1,920.00	\$ 55.00	\$1,760.00	
28	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	155	\$ 110.00	\$17,050.00	\$ 127.00	\$19,685.00	\$ 69.00	\$10,695.00	\$ 70.00	\$10,850.00	\$ 74.00	\$11,470.00	\$ 122.00	\$18,910.00	
29	DRIVEWAY, 3/4" CRUSHED STONE	TN	25	\$ 45.00	\$1,125.00	\$ 33.60	\$840.00	\$ 39.75	\$993.75	\$ 44.00	\$1,100.00	\$ 56.00	\$1,400.00	\$ 43.00	\$1,075.00	
30	REMOVAL OF PAVEMENT	SY	2700	\$ 10.00	\$27,000.00	\$ 5.20	\$14,040.00	\$ 6.25	\$16,875.00	\$ 10.00	\$27,000.00	\$ 14.00	\$37,800.00	\$ 12.00	\$32,400.00	
31	TRAFFIC CONTROL	LS	1	\$ 6,500.00	\$6,500.00	\$ 2,325.00	\$2,325.00	\$ 3,675.00	\$3,675.00	\$ 10,000.00	\$10,000.00	\$ 8,820.00	\$8,820.00	\$ 4,000.00	\$4,000.00	
32	SEEDING, FERTILIZING, & MULCHING (URBAN)	LS	1	\$ 7,000.00	\$7,000.00	\$ 5,000.00	\$5,000.00	\$ 6,175.00	\$6,175.00	\$ 7,800.00	\$7,800.00	\$ 5,580.00	\$5,580.00	\$ 6,700.00	\$6,700.00	
33	EROSION CONTROL, SILT FENCE & FILTER SOCKS	LF	100	\$ 10.00	\$1,000.00	\$ 10.00	\$1,000.00	\$ 3.25	\$325.00	\$ 1.50	\$150.00	\$ 11.00	\$1,100.00	\$ 6.00	\$600.00	
34	EROSION CONTROL, SILT FENCE & FILTER SOCKS REM.	LF	100	\$ 6.00	\$600.00	\$ 10.00	\$1,000.00	\$ 2.00	\$200.00	\$ 15.00	\$1,500.00	\$ 6.00	\$600.00	\$ 1.00	\$100.00	
35	CONCRETE STEPS	SF	50	\$ 100.00	\$5,000.00	\$ 125.00	\$6,250.00	\$ 25.50	\$1,275.00	\$ 75.00	\$3,750.00	\$ 27.00	\$1,350.00	\$ 150.00	\$7,500.00	
36	CONSTRUCTION SURVEY	LS	1	\$ 5,000.00	\$5,000.00	\$ 5,200.00	\$5,200.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 16,750.00	\$16,750.00	\$ 6,700.00	\$6,700.00	
37	MOBILIZATION	LS	1	\$ 10,000.00	\$10,000.00	\$ 53,594.10	\$53,594.10	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 82,500.00	\$82,500.00	\$ 121,000.00	\$121,000.00	
38	CONCRETE WASHOUT	LS	1	\$ 2,500.00	\$2,500.00	\$ 1,000.00	\$1,000.00	\$ 1,425.00	\$1,425.00	\$ 1,000.00	\$1,000.00	\$ 1,646.00	\$1,646.00	\$ 300.00	\$300.00	
ALT. 1 TOTAL					\$699,674.50		\$519,777.00		\$559,369.00		\$620,002.00		\$741,664.00		\$792,009.00	

*GRAY BOX DENOTES MATH

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 12-13-2023

BY: 

BID TABULATION FOR																	
Fellows Avenue Reconstruction																	
ITEM	DESCRIPTION	CONSTRUCTION ESTIMATE				JONES CONTRACTING		DC CONCRETE		DRISH CONSTRUCTION		LEFFLER DIRTWORK		J&K CONTRACTING		McCARTHY IMPR	
		UNIT	QTY	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION
1	Topsoil, Haul, Furnish & Spread	CY	100	\$ 50.00	\$5,000.00	\$ 30.00	\$3,000.00	\$ 50.00	\$5,000.00	\$ 55.00	\$5,500.00	\$ 45.00	\$4,500.00	\$ 84.00	\$8,400.00	\$ 110.00	\$11,000.00
2	Excavation, Class 10, Roadway and Borrow	CY	394	\$ 25.00	\$9,850.00	\$ 19.50	\$7,683.00	\$ 30.00	\$11,820.00	\$ 20.00	\$7,880.00	\$ 30.00	\$11,820.00	\$ 55.00	\$21,670.00	\$ 53.00	\$20,882.00
3	Excavation, Class 10, Unsuitable or Unstable	CY	150	\$ 62.75	\$9,412.50	\$ 75.10	\$11,265.00	\$ 69.00	\$10,350.00	\$ 73.75	\$11,062.50	\$ 35.00	\$5,250.00	\$ 93.00	\$13,950.00	\$ 50.00	\$7,500.00
4	Subgrade Preparation	SY	###	\$ 4.00	\$13,016.00	\$ 2.65	\$8,623.10	\$ 4.00	\$13,016.00	\$ 3.50	\$11,389.00	\$ 8.00	\$26,032.00	\$ 5.00	\$16,270.00	\$ 2.00	\$6,508.00
5	Modified Subbase	SY	###	\$ 15.00	\$48,810.00	\$ 10.50	\$34,167.00	\$ 10.00	\$32,540.00	\$ 13.50	\$43,929.00	\$ 9.00	\$29,286.00	\$ 17.00	\$55,318.00	\$ 11.00	\$35,794.00
6	Trench Compaction Testing	LS	1	\$ 5,000.00	\$5,000.00	\$ 3,150.00	\$3,150.00	\$ 3,000.00	\$3,000.00	\$12,450.00	\$12,450.00	\$ 5,000.00	\$5,000.00	\$ 5,810.00	\$5,810.00	\$ 3,600.00	\$3,600.00
7	Sewer Service, Sanitary 6 in. Dia	LF	100	\$ 210.00	\$21,000.00	\$ 71.50	\$7,150.00	\$ 100.00	\$10,000.00	\$ 120.00	\$12,000.00	\$ 100.00	\$10,000.00	\$ 275.00	\$27,500.00	\$ 196.00	\$19,600.00
8	Removal of Pipe, < 36"	LF	90	\$ 60.00	\$5,400.00	\$ 15.75	\$1,417.50	\$ 33.00	\$2,970.00	\$ 20.00	\$1,800.00	\$ 20.00	\$1,800.00	\$ 22.00	\$1,980.00	\$ 8.00	\$720.00
9	Storm Sewer, Trenched, 12" RCP	LF	34	\$ 150.00	\$5,100.00	\$ 63.70	\$2,165.80	\$ 100.00	\$3,400.00	\$ 100.00	\$3,400.00	\$ 175.00	\$5,962.50	\$ 111.00	\$3,774.00	\$ 150.00	\$5,100.00
10	Subdrain, STD, Perforated, 4"	LF	###	\$ 12.00	\$22,440.00	\$ 9.20	\$17,204.00	\$ 11.00	\$20,570.00	\$ 9.00	\$16,830.00	\$ 14.00	\$26,180.00	\$ 18.00	\$33,860.00	\$ 15.00	\$28,050.00
11	Subdrain Outlet (4040.233)	EA	3	\$ 320.00	\$960.00	\$ 141.75	\$425.25	\$ 300.00	\$900.00	\$ 205.00	\$615.00	\$ 400.00	\$1,200.00	\$ 235.00	\$705.00	\$ 225.00	\$675.00
12	Sanitary Sewer Spot Repair, SDR-26, 12"	LF	6	\$ 2,800.00	\$16,800.00	\$ 609.00	\$3,654.00	\$ 500.00	\$3,000.00	\$ 2,300.00	\$13,800.00	\$ 2,000.00	\$12,000.00	\$ 791.00	\$4,746.00	\$ 535.00	\$3,210.00
13	Sanitary Sewer Spot Repair, SDR-26, 15"	LF	40	\$ 3,000.00	\$120,000.00	\$ 299.25	\$11,970.00	\$ 600.00	\$24,000.00	\$ 1,050.00	\$42,000.00	\$ 900.00	\$36,000.00	\$ 298.00	\$11,920.00	\$ 265.00	\$10,600.00
14	Sanitary Sewer Spot Repair, SDR-26, 18"	LF	6	\$ 3,250.00	\$19,500.00	\$ 766.50	\$4,599.00	\$ 700.00	\$4,200.00	\$ 2,500.00	\$15,000.00	\$ 2,250.00	\$13,500.00	\$ 952.00	\$5,712.00	\$ 770.00	\$4,620.00
15	Water Service Stub, Copper, 3/4 in.	EA	5	\$ 1,800.00	\$9,000.00	\$ 1,163.40	\$5,817.00	\$ 1,500.00	\$7,500.00	\$ 1,475.00	\$7,375.00	\$ 1,000.00	\$5,000.00	\$ 2,488.00	\$12,440.00	\$ 1,600.00	\$8,000.00
16	Manhole, Sanitary Sewer, SW-301	EA	2	\$12,000.00	\$24,000.00	\$ 7,142.10	\$14,284.20	\$ 5,000.00	\$10,000.00	\$ 6,585.00	\$13,170.00	\$ 9,000.00	\$18,000.00	\$ 5,959.00	\$11,918.00	\$ 8,800.00	\$17,600.00
17	Single Grate Intake, SW-501	EA	1	\$ 5,500.00	\$5,500.00	\$ 4,695.60	\$4,695.60	\$ 3,400.00	\$3,400.00	\$ 4,900.00	\$4,900.00	\$ 5,000.00	\$5,000.00	\$ 5,357.00	\$5,357.00	\$ 5,400.00	\$5,400.00
18	Single Grate Intake, SW-503	EA	1	\$ 8,500.00	\$8,500.00	\$ 8,847.30	\$8,847.30	\$ 5,500.00	\$5,500.00	\$ 7,925.00	\$7,925.00	\$ 6,500.00	\$6,500.00	\$ 8,284.00	\$8,284.00	\$ 8,600.00	\$8,600.00
19	Remove Manhole or Intake	EA	3	\$ 1,500.00	\$4,500.00	\$ 682.50	\$2,047.50	\$ 1,200.00	\$3,600.00	\$ 1,180.00	\$3,540.00	\$ 1,500.00	\$4,500.00	\$ 705.00	\$2,115.00	\$ 800.00	\$2,400.00
20	STD or Slipform PCC Pavement, Cl. C, Cl. 3, 7"	SY	###	\$ 68.00	\$193,256.00	\$ 62.50	\$177,625.00	\$ 68.00	\$193,256.00	\$ 66.25	\$188,282.50	\$ 68.00	\$193,256.00	\$ 70.00	\$198,940.00	\$ 82.00	\$233,044.00
21	Removal of Paved Driveway	SY	240	\$ 13.00	\$3,120.00	\$ 4.75	\$1,140.00	\$ 10.00	\$2,400.00	\$ 9.50	\$2,280.00	\$ 20.00	\$4,800.00	\$ 17.00	\$4,080.00	\$ 18.00	\$4,320.00
22	Removal of Sidewalk	SY	202	\$ 13.00	\$2,626.00	\$ 4.75	\$959.50	\$ 10.00	\$2,020.00	\$ 7.50	\$1,515.00	\$ 20.00	\$4,040.00	\$ 17.00	\$3,434.00	\$ 13.00	\$2,626.00
23	Sidewalk, P.C. Concrete, 6 in.	SY	205	\$ 87.00	\$17,835.00	\$ 106.00	\$21,730.00	\$ 70.00	\$14,350.00	\$ 69.50	\$14,247.50	\$ 70.00	\$14,350.00	\$ 74.00	\$15,170.00	\$ 150.00	\$30,750.00
24	Detectable Warnings	SF	44	\$ 77.00	\$3,388.00	\$ 65.00	\$2,860.00	\$ 63.00	\$2,772.00	\$ 56.00	\$2,464.00	\$ 60.00	\$2,640.00	\$ 60.00	\$2,640.00	\$ 60.00	\$2,640.00
25	Driveway, P.C. Concrete, 6 in.	SY	230	\$ 115.00	\$26,450.00	\$ 125.00	\$28,750.00	\$ 70.00	\$16,100.00	\$ 69.00	\$15,870.00	\$ 70.00	\$16,100.00	\$ 73.00	\$16,790.00	\$ 122.00	\$28,060.00
26	Driveway, 3/4" Crushed Stone	TN	25	\$ 45.00	\$1,125.00	\$ 33.60	\$840.00	\$ 35.00	\$875.00	\$ 39.75	\$993.75	\$ 44.00	\$1,100.00	\$ 56.00	\$1,400.00	\$ 43.00	\$1,075.00
27	Removal of Pavement	SY	###	\$ 10.00	\$29,100.00	\$ 5.25	\$15,277.50	\$ 10.00	\$29,100.00	\$ 6.25	\$18,187.50	\$ 10.00	\$29,100.00	\$ 14.00	\$40,740.00	\$ 12.00	\$34,920.00
28	Traffic Control	LS	1	\$ 6,500.00	\$6,500.00	\$ 2,325.00	\$2,325.00	\$ 2,500.00	\$2,500.00	\$ 3,675.00	\$3,675.00	\$ 10,000.00	\$10,000.00	\$ 8,820.00	\$8,820.00	\$ 4,000.00	\$4,000.00
29	Seeding, Fertilizing, & Mulching (Urban)	LS	1	\$ 7,000.00	\$7,000.00	\$ 5,000.00	\$5,000.00	\$ 4,000.00	\$4,000.00	\$ 6,175.00	\$6,175.00	\$ 7,500.00	\$7,500.00	\$ 5,580.00	\$5,580.00	\$ 8,000.00	\$8,000.00
30	Erosion Control, Silt Fence & Filter Socks	LF	50	\$ 10.00	\$500.00	\$ 20.00	\$1,000.00	\$ 10.00	\$500.00	\$ 3.25	\$162.50	\$ 5.00	\$250.00	\$ 11.00	\$550.00	\$ 6.00	\$300.00
31	Erosion Control, Silt Fence & Filter Socks-Removal	LF	50	\$ 6.00	\$300.00	\$ 20.00	\$1,000.00	\$ 1.00	\$50.00	\$ 2.00	\$100.00	\$ 2.00	\$100.00	\$ 6.00	\$300.00	\$ 1.00	\$50.00
32	Concrete Steps	SF	50	\$ 100.00	\$5,000.00	\$ 125.00	\$6,250.00	\$ 40.00	\$2,000.00	\$ 26.00	\$1,300.00	\$ 75.00	\$3,750.00	\$ 27.00	\$1,350.00	\$ 150.00	\$7,500.00
33	Construction Survey	LS	1	\$ 5,000.00	\$5,000.00	\$ 5,200.00	\$5,200.00	\$ 7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$16,750.00	\$16,750.00	\$ 6,800.00	\$6,800.00
34	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$54,154.75	\$54,154.75	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$82,003.00	\$82,003.00	\$113,000.00	\$113,000.00
35	Concrete Washout	LS	1	\$ 3,500.00	\$3,500.00	\$ 2,500.00	\$2,500.00	\$ 1,000.00	\$1,000.00	\$ 1,550.00	\$1,550.00	\$ 1,000.00	\$1,000.00	\$ 1,510.00	\$1,510.00	\$ 300.00	\$300.00
ALT. 2 TOTAL					\$668,488.50		\$478,777.00		\$502,689.00		\$526,368.25		\$550,504.00		\$651,586.00		\$677,244.00
I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 12-13-2023																	
BY: 																	

received
12-14-23 LBP

Item No. I.-11.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 19, 2023

Engineering Department
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #224-2023. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2023 RFP #2 - James Street Sewer Repair Project.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution #224-2023.

DISCUSSION: Drish Construction, Inc. of Fairfield, Iowa was awarded the contract on July 11, 2023 in the amount of \$24,550.00.

Change Order #1 increased the contract amount by \$5,000.00 for quantity adjustments. The new contract amount is \$29,550.00.

The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and approve final payment.

Original Contract Amount	\$ 24,550.00
Change Order #1	\$ 5,000.00
New Contract Sum	\$ 29,500.00
Less Previous Payments	\$ 22,201.88
Final Amount Due	\$ 7,348.12

Source of Funds: Sewer Fund

Budgeted Item: No

Budget Amendment Needed: No

RESOLUTION #224-2023
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR THE 2023 RFP #2 - JAMES STREET SEWER REPAIR PROJECT

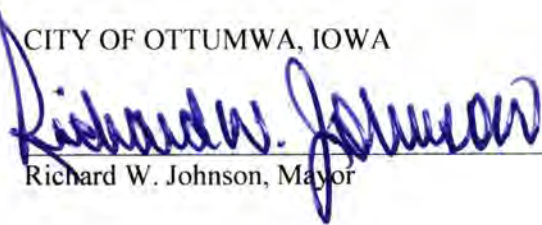
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on July 11, 2023 with Drish Construction, Inc. of Fairfield, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$5,000.00. The total new contract sum is \$29,500.00. The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved. The 2023 RFP #2 - James Street Sewer Repair Project is hereby accepted as complete, and authorization to make final payment to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$7,348.12 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: 2023 RFP 2 James Street Sewer Repair To Contractor: DRISH CONSTRUCTION

Change Order Number: 1

The Contract is changed as follows:

	DATE
Removed Concrete from Bid	-\$5,550.00
Additional Backfill	\$4,370.00
Additional Labor and Equipment	\$6,180.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total:	\$5,000.00

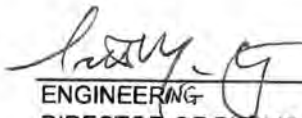
Base bid amount \$24,550.00

NEW PROJECT TOTAL \$29,550.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$24,550.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$24,550.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$5,000.00</u>
The new Contract Sum including this change order	<u>\$29,550.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

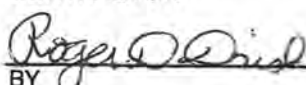
The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.



ENGINEERING
DIRECTOR OF PUBLIC WORKS

12-13-2023

DATE

DRISH CONSTRUCTION
CONTRACTOR


BY

12/13/23

DATE
President

TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2023 RFP 2 James Street Sewer Repair

PAY REQUEST NO. 2

Final Final

FROM CONTRACTOR: DRISH CONSTRUCTION

PAY PERIOD: ~~DATE~~ 12-13-2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$24,550.00</u>
2. Net change by Change Orders	<u>\$5,000.00</u>
3. Contract Sum to Date (Line 1 + Line 2)	<u>\$29,550.00</u>
4. Total Completed and Stored to Date	<u>\$29,550.00</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$29,550.00</u>
7. Less Previous Payments	<u>\$22,201.88</u>
8. Current Payment Due	<u>\$7,348.12</u>

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Drish Construction, Inc DATE: 12/13/23
BY: Proper O. Drish TITLE: President

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

Scott M. G.
ENGINEER/INCH

AMOUNT CERTIFIED: \$7,348.12

DATE: 12-13-2023

Phil Brunner
DIRECTOR OF PUBLIC WORKS

DATE: 12-13-2023

received
12-14-23 4:30pm

Item No. I.-12.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 19, 2023

Cara Galloway

Prepared By

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 225-2023 – Consideration of Pilot Youth Government Program.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 225-2023.

DISCUSSION: The Youth City Council will provide a platform for the youth in our community to voice their opinions and make a positive impact on our city. Here are the details:

- The Youth City Council will comprise seven members between the ages of 14 to 18, in grades 9 through 12, who reside in Ottumwa. They will be passionate about listening to youth voices in the community and serving for the betterment of our city.
- Interested youth will need to complete an application with two letters of recommendation to be considered for membership.
- The Youth City Council will adhere to the Ottumwa Resolution designed for a youth city council. The committee will be required to participate in four to six hours of service every month, with at least two monthly meetings. With one meeting focusing on organizing a 9/11 Day of Service. The Day of Service will create a committee that will be open to all members and all ages of our community.
- The Mayor of Ottumwa, a City Councilperson, and the Youth Engagement Coordinator of Ottumwa Community School District will be responsible for ensuring that the Youth City Council is successful and that youth voices are heard in our community.

We believe that establishing a Youth City Council will enable young people in our city to develop leadership skills, engage with their community, and have a meaningful impact on the future of our city. The youth in our community have shown their support for this initiative and are eager to make a difference.

RESOLUTION NO. 225-2023

A RESOLUTION ESTABLISHING A PILOT YOUTH GOVERNMENT PROGRAM

WHEREAS, the youth in our community are the future of our city, and their voices and opinions should be heard and valued; and

WHEREAS, the establishment of a Youth City Council will provide a platform for the youth to engage in civic activities, develop leadership skills, and make a positive impact on our city; and

WHEREAS, the youth in our community have shown their support for the creation of a Youth City Council,

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

Section 1: Establishment of Youth City Council. The City of Ottumwa hereby establishes a pilot Youth City Council to provide an opportunity for the youth in our community to serve and make a positive impact on our city. The pilot will run from January 1, 2024 to December 31, 2025.

Section 2: Composition of Youth City Council. The Youth City Council will comprise of seven members between the ages of fourteen to eighteen in grades nine through twelve, who reside within the city limits of Ottumwa. The youth council shall consist of seven members who will serve staggered terms. There will be four, two-year terms and three, one-year terms. They will be passionate about listening to youth voices in the community and serving for the betterment of our city.

Section 3: Application and Selection Process. Interested youth will need to complete an application with two letters of recommendation to be considered for membership. Applications will be made available mid-December with a due date of December 31st of the current year. Interviews will be conducted in January of the current year. The mayor, with assistance from the oversight committee, shall select the youth to serve on the youth council. This process will ensure a fair and transparent selection of participants.

Section 4: Responsibilities of Youth City Council. The Youth City Council will adhere to the Ottumwa Resolution designed for a youth city council. The committee will be required to participate in four to six hours of service every month, with at least two monthly meetings. One of the monthly meetings shall be dedicated to organizing a 9/11 Day of Service, which will create a committee that will be open to all members and all ages of our community.

Section 5: Oversight. The Mayor of Ottumwa, a City Councilperson, and the Youth Engagement Coordinator of Ottumwa Community School District will be responsible for ensuring that the Youth City Council is successful and that youth voices are heard in our community.

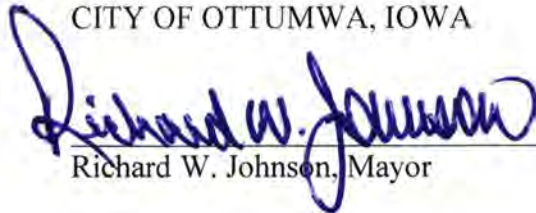
Section 6: Future Timeline. Meetings of the Youth City Council will start the week of January 22, 2024. The future timeline shall be decided by the youth members.

Section 7: Conclusion. The City of Ottumwa believes that the establishment of a Youth City Council will enable young people in our city to develop leadership skills, engage with their community, and have a meaningful impact on the future of our city. The youth in our community have shown their support for this initiative and are eager to make a difference.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution and related documents.

APPROVED, PASSED, AND ADOPTED this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Chris Reinhard, City Clerk



November 29, 2023

Volunteer Iowa
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315

Re: Ottumwa High School Stomp Out Stigma – Youth Service Board Development Day of Service

As young people in this country, we believe it is important to remember the events of September 11, 2001. While we were not yet born, we understand the impact it had on our nation and the world. That is why we are writing to express our support to develop a youth service board and host a 9/11 Day of Service event.

The 9/11 Day of Service event would provide an opportunity for individuals and organizations to come together in service and remembrance. It allows us to honor those who lost their lives on September 11th, as well as the first responders and service members who continue to protect our country. By participating in this grant, we can make a positive impact in our communities and continue to build a better future for ourselves and others.

We are inspired by the opportunity to make a difference through service. The 9/11 Day of Service event provides a platform for us to do just that. It shows us that no matter how young or old we are, we can make a difference in the world.

Sincerely,

Stomp Out Stigma

Stomp Out Stigma

Ottumwa High School

Proposal: Youth City Council for Ottumwa, Iowa

We are excited to propose the creation of a Youth City Council in Ottumwa, Iowa. The Youth City Council will provide a platform for the youth in our community to voice their opinions and make a positive impact on our city. Here are the details of our proposal:

- The Youth City Council will comprise seven members between the ages of 14 to 18, in grades 9 through 12, who reside in Ottumwa. They will be passionate about listening to youth voices in the community and serving for the betterment of our city.
- Interested youth will need to complete an application with two letters of recommendation to be considered for membership.
- The Youth City Council will adhere to the Ottumwa Resolution designed for a youth city council. The committee will be required to participate in four to six hours of service every month, with at least two monthly meetings. With one meeting focusing on organizing a 9/11 Day of Service. The Day of Service will create a committee that will be open to all members and all ages of our community.
- The Mayor of Ottumwa, a City Councilperson, and the Youth Engagement Coordinator of Ottumwa Community School District will be responsible for ensuring that the Youth City Council is successful and that youth voices are heard in our community.
- We believe that establishing a Youth City Council will enable young people in our city to develop leadership skills, engage with their community, and have a meaningful impact on the future of our city. The youth in our community have shown their support for this initiative and are eager to make a difference.

Timeline:

- Applications for the City Youth Council will be made available Mid-December with a due date of December 31, 2023.
- Interviews conducted on January 12th, 2024
- Meetings to start the week of January 22, 2024.

- Future timeline will be decided by youth, with one meeting a month being dedicated to the 9/11 Day of Service.

Thank you for considering our proposal. We look forward to working together to create a better city for all of its residents.

received
12-14-23 8AM

Item No. I.-13.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

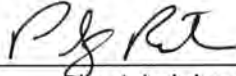
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 227-2023 - a resolution providing for the financial support of the Area 15 Regional Planning Commission

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 227-2023

DISCUSSION: In accordance with the 1973 Articles of Agreement with Area 15 Regional Planning Commission the City is responsible for \$0.53 per capita. This equates to a contribution of \$13,530.37 for the period covering July 1, 2024 through June 30, 2025.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 227-2023

**A RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
AREA 15 REGIONAL PLANNING COMMISSION**

WHEREAS, Chapters 28E and 473A of the State Code of Iowa, as amended, authorized the governing bodies of governmental units to cooperate in the operation of a regional planning commission; and

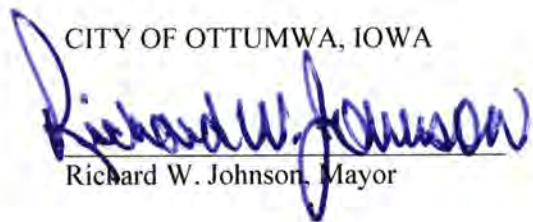
WHEREAS, by the Articles of Agreement, signed on August 15, 1973, as amended, the Area 15 Regional Planning Commission did become the authorized planning agency for Service Delivery Area 15; and

WHEREAS, the governing body of the **City of Ottumwa, Iowa** is a part of the Area 15 Regional Planning Commission and has agreed to contribute \$0.53 per capita, for a total amount equal to **\$13,530.37** to cover financial operating costs of the Area 15 Regional Planning Commission from July 1, 2024 through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa that the City of Ottumwa agrees to contribute \$13,530.37 to the Area 15 Regional Planning Commission to serve as FY25 contribution.

APPROVED, PASSED, AND ADOPTED this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Chris Reinhard, City Clerk



P.O. Box 1110 • Ottumwa, IA 52501
(P) 641.684.6551
Area15rpc@AREA15RPC.COM
www.area15rpc.com
chris.bowers@AREA15RPC.COM

November 30, 2023

Season's Greetings!

As the new year arrives, Area 15 Regional Planning Commission is excited to begin its annual membership drive! As you begin budgeting for **FY2024-2025**, I hope you will continue your membership and support of your regional planning commission. Membership provides you with local professional staff to access programs and services for your community.

The past year has been very successful and busy for your Economic Development District (EDD)/Council of Governments (COG). With an 89% membership rate for FY2023-2024, your support is incredible! RPC staff helped our communities and citizens with planning, housing, and community/economic development projects.

The RPC secured over **\$2.1 million** in grants from July 1, 2022 – June 30, 2023! This represents a return of **\$40** in grant funds for every \$1 of membership dues invested. However, success does not happen without your support. Your annual participation is extremely important for the regional planning commission to provide you with professional planning staff. Our five (5) professional staff have a combined 80 years of experience working for you at Area 15 RPC. They have the knowledge, experience, and connections to help with your community needs.

Thank you to our public officials, economic development professionals, and regional partners who assisted us to pursue these community and economic development opportunities over the past year. I ask that you please consider and return the enclosed resolution for membership to keep your regional planning commission going strong!

If there is anything that we can do for you, please reach out to me at (641) 814-8403 or chris.bowers@area15rpc.com. Remember – we are working for you!

Sincerely,

Chris Bowers
Executive Director



Please return this copy to the RPC

RESOLUTION # _____

**RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
AREA 15 REGIONAL PLANNING COMMISSION**

WHEREAS, Chapters 28E and 473A of the State Code of Iowa, as amended, authorized the governing bodies of governmental units to cooperate in the operation of a regional planning commission; and

WHEREAS, by the Articles of Agreement, signed on August 15, 1973, as amended, the Area 15 Regional Planning Commission did become the authorized planning agency for Service Delivery Area 15; and

WHEREAS, the governing body of the City of **Ottumwa**, Iowa is a part of the Area 15 Regional Planning Commission and has agreed to contribute \$.53 per capita, for a total amount equal to **\$13,530.37** to cover financial operating costs of the Area 15 Regional Planning Commission from July 1, 2024 through June 30, 2025.

AGREED TO THIS _____ DAY OF _____ 2024.

Mayor

ATTEST:

City Clerk

received
12-14-13 8Am

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

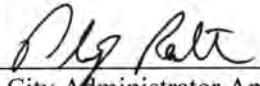
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 228-2023 - a resolution providing for the financial support of the Regional Planning Affiliation (RPA 15)

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 228-2023

DISCUSSION: Regional Planning Affiliation for Region 15 (RPA 15) has been designated to provide transportation planning to its members, which includes the City of Ottumwa. The City is estimated to receive \$661,859 in financial support. In return, the City is requested to contribute a proportional share (\$6,291) of the local match for the planning grant. The local match is 20% or \$27,556.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 228-2023

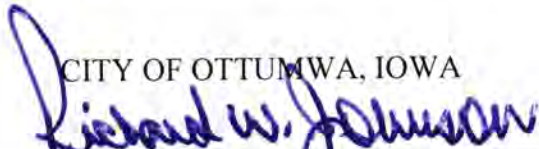
**A RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
REGIONAL PLANNING AFFILIATION (RPA 15)**

- WHEREAS, the State of Iowa has designated the counties of Jefferson, Keokuk, Mahaska, Van Buren, Wapello along with the cities of Fairfield, Oskaloosa and Ottumwa as the Regional Planning Affiliation for Region 15 (RPA 15); and,
- WHEREAS, RPA 15 Articles of Agreement, signed on December 22, 1994, and amended on January 23, 2014 designate the Area 15 Regional Planning Commission (Area 15 RPC) as the Regional Planning Affiliation for Region 15; and
- WHEREAS, the Iowa Department of Transportation (IDOT) requires each RPA to provide transportation planning to member jurisdictions prior to receiving Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funding from the Iowa Department of Transportation; and
- WHEREAS, RPA 15 expects to receive and program an estimated \$2,899,002 in federal highway transportation grant funds for FY25 to be used for road improvements in RPA 15, of which Ottumwa's estimated share is \$661,859; and
- WHEREAS, the IDOT requires Area 15 RPC to provide twenty percent (20%) local match toward the annual IDOT planning grant; and the FY25 local match requirement is an estimated \$27,556 and shall be proportionally shared by the member jurisdictions; and
- WHEREAS, the governing body of Ottumwa is a member of RPA 15 and whose apportioned share of FY25 local match equals \$6,291.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA HEREBY: agrees to contribute \$6,291 to the Area 15 Regional Planning Commission to serve as FY25 local match.

APPROVED, PASSED, AND ADOPTED this 19th day of December, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Chris Reinhard, City Clerk



P.O. Box 1110 • Ottumwa, IA 52501
(P) 641.684.6551
matt.naumann@area15rpc.com
www.area15rpc.com

November 30, 2024

City Clerk
City of Ottumwa
105 East Third
Ottumwa, IA 52501

**** INVOICE ****

Re: RPA 15 Local Match

IDOT local match assessment for Regional Planning Affiliation for Region 15 (RPA 15) for the year beginning July 1, 2024 and ending June 30, 2025.

TOTAL DUE THIS INVOICE: \$ 6,291.00

I, the within claimant or claimant's representative, certify that the above claim for which payment is requested is true and correct and that no portion has been previously paid.

Matt M. Naumann
Area XV RPC
Project Coordinator

Please return this copy to the RPC

RESOLUTION #
RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
REGIONAL PLANNING AFFILIATION (RPA 15)

WHEREAS, the state of Iowa has designated the counties of Jefferson, Keokuk, Mahaska, Van Buren, Wapello along with the cities of Fairfield, Oskaloosa and Ottumwa as the Regional Planning Affiliation for Region 15 (RPA 15), and;

WHEREAS, RPA 15 Articles of Agreement, signed on December 22, 1994, and amended on January 23, 2014 designate the Area 15 Regional Planning Commission (Area 15 RPC) as the Regional Planning Affiliation for Region 15; and

WHEREAS, the Iowa Department of Transportation (IDOT) requires each RPA to provide transportation planning to member jurisdictions prior to receiving Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funding from the Iowa Department of Transportation; and

WHEREAS, RPA 15 expects to receive and program an estimated **\$2,899,002** in federal highway transportation grant funds for FY25 to be used for road improvements in RPA 15, of which Ottumwa's estimated share is **\$661,859**; and

WHEREAS, the IDOT requires Area 15 RPC to provide twenty percent (20%) local match toward the annual IDOT planning grant; and the FY25 local match requirement is an estimated \$27,556 and shall be proportionally shared by the member jurisdictions, and

WHEREAS, the governing body of **Ottumwa** is a member of RPA 15 and whose apportioned share of FY25 local match equals **\$6,291**

NOW, THEREFORE BE IT RESOLVED that **Ottumwa** has agreed to contribute **\$6,291** to the Area 15 Regional Planning Commission to serve as FY25 local match.

AGREED TO THIS _____ DAY OF _____, 2024

Mayor

ATTEST:

City Clerk


received
12-14-23 11AM

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 19, 2023

Administration
Department

Philip Rath
Prepared By
Mayor Johnson 
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 229-2023 - A Resolution Opposing Alliant Energy's Electric Rate Increase

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 229-2023

DISCUSSION: Mayor Johnson received a message from CEDI - Clean Energy Districts of Iowa inviting the city to participate in the effort to oppose the electric rate increase proposed by Alliant Energy. This increase is anticipated to be in two phases to be initiated (if approved by the Utility Board) in October 2024 and 2025. The anticipated rates are estimated to increase residential customer rates by 13.4% and commercial up to 20% by the end of the second year. It is likely this would have a negative impact on our citizens (especially those who are low or fixed incomes) as well as our efforts in economic development.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 229-2023
A RESOLUTION OPPOSING ALLIANT ENERGY'S ELECTRIC RATE INCREASE

WHEREAS, Interstate Power and Light Company (dba Alliant Energy) has asked the Iowa Utilities Board to approve a two-year phased-in rate increase that the company estimates will increase the electric bills of residential customers by 13.4%, small businesses by 20%, and large general service customers by 17.4% - 20%,¹ and

WHEREAS, it is presumed that the requested rate increase will cause greater hardship for low and moderate-income households, fixed-income households, small businesses, industries, nonprofit institutions, educational institutions, and our municipal government, and


WHEREAS, Alliant's high and rising rates are creating a serious hindrance to economic development in the City of Ottumwa and for all communities in Alliant's service territory.

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

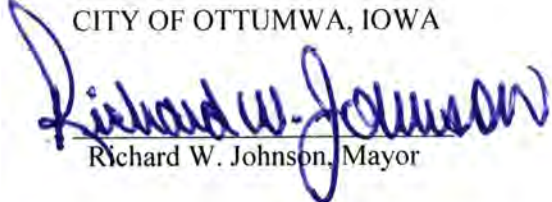
- 1) Identifies our stance in opposition to Alliant Energy's proposed electric rate increase.
- 2) Authorizes our City Clerk to file this resolution as an official comment in Docket RPU-2023-0002 within ten days and to send copies of this resolution to our State Representative and State Senator to inform the Legislature's current study of ratemaking in Iowa.
- 3) Encourages all citizens and ratepayers in our community to voice their perspectives and concerns to the Iowa Utilities Board by submitting comments and objections by email to customer@iub.iowa.gov or by mail at Iowa Utilities Board, 1375 E. Court Avenue, Des Moines, IA 50319-0069. All communication should reference Docket RPU-2023-0002 in the subject line of the email or letter.

APPROVED, PASSED AND ADOPTED, this 19th day of December, 2023.

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

¹ Alliant Energy, Notice of Proposed Electric Rate Increase, October 6, 2023.