



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 11
Bridge View Center, 102 Church St.

March 19, 2024
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Galloway, Hoffman, McAntire, Caviness, Bossou and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 10 on March 5, 2024 as presented.
 2. Acknowledge and approve March 19, 2024 Claims List and February Prepaid Claims as submitted by the Finance Department.
 3. Civil Service Eligibility List for March 5, 2024: Police Officer Entrance.
 4. Authorizing the Mayor to sign the lease agreement between the City of Ottumwa and Adult Softball League for the 2024 season.
 5. Order Accepting Acknowledgement/Settlement Agreement Affirmative Defense between the City of Ottumwa and MAD JUSTUS LLC d/b/a MAD Ave Quik Shop (405 S. Madison Ave.)
 6. Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and Iowa 2011, LLC d/b/a U.S. Smoke Shop #1 (610 Church St.).
 7. Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and Ross Tobacco Shop LLC (129 E. Second Street).
 8. Resolution No. 75-2024, approving the Contract, Bond, and Certificate of Insurance for the Sanitary Sewer Spot Repair Project.
 9. Resolution No. 76-2024, updating the authorized Signatories for Checks, Wire Transfers and Investment Purchases and Sales in Accordance with the City Investment Policy.
 10. Beer and/or liquor applications for: Pizza Hut, 1247 Theater Drive; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Greater Ottumwa Partners in Progress (GOPIP) Update – Marc Roe, Executive 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 convey certain real property known as 119 North Ward Street, Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.

- B. Close the public hearing.
- C. Resolution No. 62-2024, approving and authorizing the conveyance of certain real property known as 119 North Ward Street to Michael and April Shilkus, for \$250.

RECOMMENDATION: Pass and adopt Resolution No. 62-2024.

- 2. This is the time, place and date set for a public hearing on the proposal to convey certain real property to The Wapello County Historical Society.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 64-2024, approving and authorizing the conveyance of certain real property to The Wapello County Historical Society.

RECOMMENDATION: Pass and adopt Resolution No. 64-2024.

- 3. This is the time, place and date set for a public hearing on the revision of Lease Agreement between the City of Ottumwa and Musco Sports Lighting, LLC.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 70-2024, approving and authorizing the revision of Lease Agreement between the City of Ottumwa and Musco Sports Lighting, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 70-2024.

- 4. This is the time, place and date set for a public hearing on the consideration of a Ground Lease Agreement between the City of Ottumwa and the Southeast Iowa Sports Commission for the construction of an Indoor Sports Facility.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 77-2024, approving a Ground Lease Agreement between the City of Ottumwa and the Southeast Iowa Sports Commission for the construction of an Indoor Sports Facility.

RECOMMENDATION: Pass and adopt Resolution No. 77-2024.

G. ORDINANCES:

- 1. Ordinance No. 3224-2024, an Ordinance permitting Class B Master Electricians to perform electrical work in the City of Ottumwa by Repealing and Replacing Section 13-5 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the Second Consideration of Ordinance No. 3224-2024.

- 2. Ordinance No. 3225-2024, an Ordinance Adopting Temporary Regulations for the Des Moines Register's Annual Great Bicycle Ride Across Iowa's Overnight Stay in Ottumwa to be Effective on July 24, 25, and 26, 2024.

RECOMMENDATION: Pass the First Consideration of Ordinance No. 3225-2024.

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

1. Administrative Hearing and Consideration of Order Assessing Penalty, 2nd Violation, to BW Gas & Convenience Retail d/b/a Yesway #1014, in the City of Ottumwa.

RECOMMENDATION: Authorize the Mayor to sign the Order Assessing Penalty – 2nd Violation with Yesway #1014 located at 502 West 2nd Street.

2. Memorandum of Understanding for the Community Responder Public Access AED/STB Program.

RECOMMENDATION: Approve the MOU between Wapello County Emergency Management Agency and the City of Ottumwa for the Community Responder Public Access AED/STB Program and authorize the Mayor to sign.

3. Consideration of a State and Community Highway Safety Grant FY2025 application to the Governor's Traffic Safety Bureau.

RECOMMENDATION: Approve the grant submission and authorize the Mayor and Chief of Police to sign the application and contract upon receipt.

I. RESOLUTIONS:

1. Resolution No. 57-2024, approval of Collective Bargaining Agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Public Works, Parks, Airport and Cemetery employees, commencing July 1, 2024 and continuing through June 30, 2026, and authorizing the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 57-2024.

2. Resolution No. 58-2024, approval of Collective Bargaining Agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Municipal employees, commencing July 1, 2024 and continuing through June 30, 2026, and authorizing the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 58-2024.

3. Resolution No. 69-2024, approval of Collective Bargaining Agreement by and between the City of Ottumwa, Iowa and the Ottumwa Association of Professional Firefighters Local 395, International Association of Firefighters (AFL-CIO-CIC), representing City Fire Department employees commencing July 1, 2024 and continuing through June 30, 2028 and authorizing the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 69-2024.

4. Resolution No. 71-2024, awarding the contract for the 2024 Asphalt Street Repair Project to Norris Asphalt Paving Co., LC of Ottumwa, IA, in the amount of \$1,534,812.50.

RECOMMENDATION: Pass and adopt Resolution No. 71-2024.

5. Resolution No. 72-2024, awarding the South Milner (Portafield to Hand) Street Reconstruction Project to Drish Construction, Inc. of Fairfield, IA, in the amount of \$887,685.30.

RECOMMENDATION: Pass and adopt Resolution No. 72-2024.

6. Resolution No. 73-2024, awarding the contract for the Albia Road North Quincy Avenue Roundabout Project to Wicks Construction, Inc., of Decorah, IA, in the amount of \$777,949.30.

RECOMMENDATION: Pass and adopt Resolution No. 73-2024.

7. Resolution No. 74-2024, recommitting to Trail Extension and Approving the Iowa's Transportation Alternatives Program (TAP) Application for the Oxbow Lagoon Link Trail and authorizing the Mayor to sign the application.

RECOMMENDATION: Pass and adopt Resolution No. 74-2024.

8. Resolution No. 78-2024, approving the bid from Cunningham Recreation for Gametime Playground Equipment for the Ottumwa Park.

RECOMMENDATION: Pass and adopt Resolution No. 78-2024.

J. PUBLIC FORUM:

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

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 3/15/2024 TIME: 10:00 AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #11 to be held on 3/19/2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

 FAX MULTI TX REPORT

JOB NO. 4512
 DEPT. ID 4717
 PGS. 5

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

Ottumwa Courier
 KTVO
 Ottumwa Waterworks
 Tom FM



FAX COVER SHEET

City of Ottumwa

DATE: 3/15/2024 TIME: 10:00 AM NO. OF PAGES 5
 (Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #11 to be held on 3/19/2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

TX REPORT

JOB NO. 4512
DEPT. ID 4717
ST. TIME 03/15 09:36
SHEETS 5
FILE NAME

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

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 3/15/2024 TIME: 10:00 AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #11 to be held on 3/19/2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 10
Bridge View Center, 102 Church St.

March 5, 2024
5:30 O'Clock P.M.

The meeting was called to order at 5:34 P.M.

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

Caviness moved, seconded by McAntire to approve consent agenda items: Mins. from Regular Mtg. No. 8 on Feb. 20, 2024 and Special Mtg. No. 9 on Feb. 26, 2024 as presented; Ack. and approve March 5, 2024 Claims List submitted by Finance; Civil Service Elig. List for Feb. 28, 2024: Auto Mechanic Ent.; Proclamation of March 14, 2024 as World Kidney Day and March as National Kidney Month; Approve Drug Task Force Bryne-JAG Grant Submission via internet and auth. Mayor to sign all related docs.; Fixing date for public hearing to consider revision of Lease Agt. between the City and Musco Sport Lighting, LLC; Fixing date for public hearing to consider Ground Lease Agt. between the City and SE IA Sports Commission for construction of an Indoor Sports Facility; Res. No. 61-2024, fixing date for public hearing on proposal to convey property located at 119 N. Ward and providing for publication of notice thereof; Res. No. 63-2024, fixing date for public hearing on proposal to convey property to The Wapello County Historical Society, and providing for publication of notice thereof; Beer and/or liquor applications for: LIDTKA Ventures LLC dba Garrison Rock, 305 E. Main, with osa; Joes Kitchen, LLC dba Joes Italian Restaurant, 332 E. Main, with osa; Cerro Grande Meats & Market, 311 E. Main; all applications pending final inspections. Motion carried 4-1. Absent: Bossou.

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

City Admin. Rath reported Int. Fin. Dir. Kinser has been diligently working with the auditors; Tentative final report for next mtg. Introduced New Fin. Dir. Cole O'Donnell; native Iowan who has worked in city management for 30 yrs.; most recently interim work for City of Baxter, IA. Today was first day with Ottumwa.

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

This was the time, place and date set for a public hearing on proposal to convey certain property to Indian Hills Comm. College. Comm. Dev. Dir. Simonson reported IHCC submitted petition to purchase lot to build new single family dwelling. No objections rec'd. Galloway moved, seconded by Hoffman to close public hearing. Motion carried 4-1. Absent: Bossou.

Caviness moved, seconded by Hoffman that Res. No. 46-2024, approving and auth. conveyance of real property located at 508 N. Court to IHCC for \$1, be passed and adopted. Motion carried 4-1. Absent: Bossou.

Caviness moved, seconded by McAntire to pass third consideration and adopt Ord. No. 3223-2024, amending Municipal Code of City of Ottumwa, IA, by Amending Section 31-14(a) entitled "Fees and Charges, Costs." Motion carried 4-1. Absent: Bossou.

Caviness moved, seconded by Galloway to pass the first consideration of Ord. No. 3224-2024, an Ord. permitting Class B Master Electricians to perform electrical work in City of Ottumwa by

Repealing and Replacing Section 13-5 of the Municipal Code of the City of Ottumwa, Wapello County, IA. Motion carried 4-1. Absent: Bossou.

Hoffman moved, seconded by McAntire to auth. Mayor to sign open letter prepared by Vespene Energy to the EPA to urge finalization of the eRIN Pathway. Motion carried 4-1. Absent: Bossou.

Caviness moved, seconded by McAntire to accept Historic Preservation Cert. Local Govt. Annual Rpt. for 2024. Motion carried 4-1. Absent: Bossou.

Caviness moved, seconded by McAntire that Res. No. 59-2024, setting April 2, 2024 at 5:30 P.M. for a Public Hearing on FY25 Proposed Property Tax Levy, be passed and adopted. Motion carried 4-1. Absent: Bossou.

Caviness moved, seconded by Hoffman that Res. No. 60-2024, awarding contract for Sanitary Sewer Spot Repair Project to Central IA Televising DBA CIT Sewer Solutions, of McCallsburg, IA, for \$39,196, be passed and adopted. Motion carried 4-1. Absent: Bossou.

Caviness moved, seconded by Galloway that Res. No. 65-2024, approving Amendment to Agt. between the City and Shive-Hattery to add construction services for Albia Rd-Quincy Ave Roundabout project, be passed and adopted. Motion carried 4-1. Absent: Bossou.

Caviness moved, seconded by McAntire that Res. No. 66-2024, approving Change Order No. 1 for Legacy Fields Soccer Complex Project, be passed and adopted. Park & Rec Dir. Rathje reported CO#1 reduces cost of project by \$220,313.42 by eliminating concrete parking lot and replacing with gravel. New contract amt. \$2,827,824.60. Motion carried 4-1. Absent: Bossou.


Caviness moved, seconded by Hoffman that Res. No. 67-2024, approving Prof. Services Agt. between the City and HDR Inc. for WPCF Primary Clarifier Repair Project and auth. Mayor to sign, be passed and adopted. WPCF Superintendent Lloyd reported total cost of project is not to exceed \$114,200. Motion carried 4-1. Absent: Bossou.

Caviness moved, seconded by McAntire that Res. No. 68-2024, approving Design Contract between the City and Willett Hofmann and Associates, Inc. for Depot Bldg. A/C Project, be passed and adopted. PW Dir/City Engineer Burgmeier reported est. \$29,500. Motion carried 4-1. Absent: Bossou.


There being no further business, Caviness moved, seconded by Hoffman to adjourn. Motion carried 4-1. Absent: Bossou.

Adjournment was at 6:18 P.M.

ATTEST:


Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

Published in Ottumwa Courier on 3/16/24.

| | | |
|----------------------------------|---------------------|-----------------------------------|
| CITY OF OTTUMWA | | |
| FEBRUARY 2024 PREPAID CLAIMS | | |
| VENDOR NAME | AMOUNT | REASON |
| ALLIANT ENERGY | 75,478.89 | ELECTRIC |
| BRIDGE CITY SANITATION | 158,850.19 | OTHER PROF SERV; CONTRACTUAL SERV |
| CARROLL CONSTRUCTION SUPP | 29,575.00 | OTHER CAPITAL EQUIP |
| CENTURYLINK | 1,413.64 | TELEPHONE/IT |
| ELLIOTT BULK SERVICES LLC | 5,331.04 | VHCL FUEL & TAX |
| MEDFORD MASONARY | 525.00 | BUILDING MAINT REPAIR |
| MIDAMERICAN ENERGY CO | 3,481.19 | NATURAL GAS |
| OTTUMWA WATER AND HYDRO | 13,346.75 | WATER; ACCOUNTING SERVICES |
| WAPELLO COUNTY RURAL WATER ASSOC | 39.24 | WATER |
| WINDSTREAM ENTERPRISE | 1,945.85 | TELEPHONE/IT |
| ACH - UKG | 824,617.98 | PAYROLL |
| ACH - ADVANTAGE ADMINISTRATORS | 4,249.67 | PAYROLL |
| ACH - NATIONWIDE | 2,430.00 | PAYROLL |
| ACH- PURCHASING CARD | 57,912.45 | PURCHASING CARD PAYMENT |
| ACH- MUNICIPAL POLICE & FIRE CO | 116,367.33 | PAYROLL |
| ACH- AV FUEL | 27,263.35 | AIRPORT FUEL |
| ACH- IPERS | 84,519.03 | PAYROLL |
| ACH- UMB CORP TRUST | 1,200.00 | ANNUAL BOND FEES |
| ACH- RETURNED ITEMS & FEES | 100.00 | RETURNED ITEMS |
| ACH- CREDIT CARD FEES | 1,592.41 | PROCESSING FEES |
| ACH- WELLMARK | 472,837.61 | MEDICAL DENTAL INSURANCE |
| ACH- IPAIT | 2,206,935.83 | INVESTMENT PURCHASE |
| TOTAL PREPAID CLAIMS | 4,090,012.45 | |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-------------------------|-----------------|--------------|-------------|------------------------|--------------------|
| 01860 | 86066656490 | OTHER PROF SERV | VR 03202401-001 | 03/08/2024 | - | MARCH 2024 | 202.10 |
| CHECK TOTAL FOR CHECK NUMBER 220322 DATED 03/20/2024 WRITTEN TO 00679 ADVANTAGE ADMINISTRATORS for the amount of | | | | | | | 202.10 |
| 01820 | 8202140 | AFLAC DEDUCTION PAYABLE | VR 03202401-002 | 02/26/2024 | - | WX946 FEBRUARY 2024 | 1793.30 |
| CHECK TOTAL FOR CHECK NUMBER 220323 DATED 03/20/2024 WRITTEN TO 00690 AFLAC for the amount of | | | | | | | 1793.30 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202404-046 | 02/05/2024 | - | 130 | 3757.38 |
| CHECK TOTAL FOR CHECK NUMBER 220324 DATED 03/20/2024 WRITTEN TO 01304 ALL ROADS TRUCK & TRAILERfor the amount of | | | | | | | 3757.38 |
| 01670 | 67088406331 | VHCL MTCE SUPPLIES | VR 03202401-005 | 02/23/2024 | - | 604779 | 3030.45 |
| 01670 | 67088406331 | VHCL MTCE SUPPLIES | VR 03202401-003 | 02/16/2024 | - | 604779 BELT | 101.58 |
| 01670 | 67088406331 | VHCL MTCE SUPPLIES | VR 03202401-004 | 02/16/2024 | - | 604779 HOSE | 114.50 |
| CHECK TOTAL FOR CHECK NUMBER 220325 DATED 03/20/2024 WRITTEN TO 02080 ALTORFER INC. for the amount of | | | | | | | 3246.53 |
| 01001 | 00111906490 | OTHER PROF SERV | VR 03202401-006 | 02/23/2024 | - | 43216 | 72.00 |
| CHECK TOTAL FOR CHECK NUMBER 220326 DATED 03/20/2024 WRITTEN TO 04722 ANIMAL HEALTH CENTER for the amount of | | | | | | | 72.00 |
| 01001 | 00144456502 | CONCESSION - RESALE | VR 03202401-007 | 03/01/2024 | - | 795631 BEACH | 75.30 |
| CHECK TOTAL FOR CHECK NUMBER 220327 DATED 03/20/2024 WRITTEN TO 05681 ATLANTIC BOTTLING COMPANYfor the amount of | | | | | | | 75.30 |
| 01002 | 00222206320 | RAMP MAINT & REPAIR | VR 03202401-008 | 02/26/2024 | - | 104892 PARKING RAMP | 60.00 |
| 01001 | 00144306320 | GROUNDS MAINT & REPAIR | VR 03202401-009 | 02/26/2024 | - | 110690 JIMMY JONES | 70.00 |
| 01110 | 11022976507 | OPERATING SUPPLIES | VR 03202401-010 | 03/11/2024 | - | 107242 PUBLIC WORKS | 65.00 |
| CHECK TOTAL FOR CHECK NUMBER 220328 DATED 03/20/2024 WRITTEN TO 05700 ATOMIC TERMITE & PEST for the amount of | | | | | | | 195.00 |
| 01110 | 11022426490 | OTHER PROF SERV | VR 03202401-011 | 03/01/2024 | - | PO 20079 ELECTRICAL | 722.58 |
| CHECK TOTAL FOR CHECK NUMBER 220329 DATED 03/20/2024 WRITTEN TO 05725 ATSI for the amount of | | | | | | | 722.58 |
| 01135 | 13544506333 | VHCL-FUEL | VR 03202401-012 | 03/04/2024 | - | 5960008323 LATE FEE | 75.00 |
| CHECK TOTAL FOR CHECK NUMBER 220330 DATED 03/20/2024 WRITTEN TO 06003 BP for the amount of | | | | | | | 75.00 |
| 01001 | 00111106506 | OFFICE SUPPLIES | VR 03202401-013 | 02/09/2024 | - | 010443 POLICE | 17.76 |
| 01001 | 00111106506 | OFFICE SUPPLIES | VR 03202401-014 | 02/09/2024 | - | 010443 POLICE | 35.52 |
| 01001 | 00111106506 | OFFICE SUPPLIES | VR 03202401-015 | 02/21/2024 | - | 010443 POLICE | 3.01 |
| 01001 | 00122606506 | OFFICE SUPPLIES | VR 03202401-016 | 02/01/2024 | - | 010443 ENGINEERING | 119.13 |
| 01001 | 00111106506 | OFFICE SUPPLIES | VR 03202401-017 | 02/06/2024 | - | 010443 POLICE | 24.50 |
| 01001 | 00144306506 | OFFICE SUPPLIES | VR 03202401-018 | 02/08/2024 | - | 010443 PARKS | .95 |
| 01133 | 13344106507 | OPERATING SUPPLIES | VR 03202401-019 | 02/12/2024 | - | 010443 LIBRARY | 122.00 |
| 01001 | 00133406506 | OFFICE SUPPLIES | VR 03202401-020 | 02/16/2024 | - | 010443 BUILDING & CODE | 6.07 |
| 01001 | 00166206506 | OFFICE SUPPLIES | VR 03202401-021 | 02/20/2024 | - | 010443 CLERK | 109.12 |
| 01001 | 00111106506 | OFFICE SUPPLIES | VR 03202401-022 | 02/27/2024 | - | 010443 POLICE | 24.50 |
| 01135 | 13544506506 | OFFICE SUPPLIES | VR 03202401-023 | 02/28/2024 | - | 010443 CEMETERY | 26.99 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|---|----------------|-----------------------|-----------------|--------------|-------------|-------------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 220331 DATED 03/20/2024 WRITTEN TO 06478 BAILEY OFFICE EQUIPMENT for the amount of | | | | | | | 489.55 |
| 01001 | 00122606230 | TRAINING | VR 03202401-024 | 02/27/2024 | - | MEAL | 12.00 |
| CHECK TOTAL FOR CHECK NUMBER 220332 DATED 03/20/2024 WRITTEN TO 07011 RILEY BARKER for the amount of | | | | | | | 12.00 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-065 | 02/22/2024 | - | OTTCIT | 59.50 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202405-001 | 03/06/2024 | - | OTTCIT | 116.60 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202405-002 | 03/08/2024 | - | OTTCIT | 59.50 |
| CHECK TOTAL FOR CHECK NUMBER 220333 DATED 03/20/2024 WRITTEN TO 09360 BLACK'S TIRE COMPANY LLC for the amount of | | | | | | | 235.60 |
| 01137 | 13711556373 | TELEPHONE/IT | VR 03202401-066 | 02/29/2024 | - | SOUTHERN IOWA RESPONSE | 30.00 |
| CHECK TOTAL FOR CHECK NUMBER 220334 DATED 03/20/2024 WRITTEN TO 09515 BLOOMFIELD COMMUNICATIONS for the amount of | | | | | | | 30.00 |
| 01001 | 00144306480 | TREE TRIMMING | VR 03202401-025 | 02/26/2024 | - | CAMPGROUND | 1000.00 |
| 01001 | 00144306480 | TREE TRIMMING | VR 03202401-026 | 02/27/2024 | - | BABE RUTH FIELD | 250.00 |
| 01001 | 00144306480 | TREE TRIMMING | VR 03202401-027 | 02/28/2024 | - | OTTUMWA PARK | 300.00 |
| 01110 | 11022756480 | TREE TRIMMING | VR 03202401-028 | 03/01/2024 | - | 2721 BRANDHAM ST | 500.00 |
| 01110 | 11022756480 | TREE TRIMMING | VR 03202401-029 | 03/04/2024 | - | 2721 BRANDHAM ST | 400.00 |
| 01001 | 00144306480 | TREE TRIMMING | VR 03202401-030 | 03/06/2024 | - | OTTUMWA PARK | 500.00 |
| 01110 | 11022756480 | TREE TRIMMING | VR 03202401-031 | 03/09/2024 | - | ALLEY-BRUCE & TUTTLE | 250.00 |
| 01110 | 11022756480 | TREE TRIMMING | VR 03202401-032 | 03/05/2024 | - | 320 N WAPELLO | 750.00 |
| CHECK TOTAL FOR CHECK NUMBER 220335 DATED 03/20/2024 WRITTEN TO 12500 BUB'S TREE CARE for the amount of | | | | | | | 3950.00 |
| 01110 | 11022506504 | TOOLS & SMALL EQUIP | VR 03202401-033 | 01/26/2024 | - | 2333372/359280 | 175.45 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-035 | 02/01/2024 | - | 2333372/359280 | 128.40 |
| 01131 | 13122806331 | VHCL MTCE SUPPLIES | VR 03202401-034 | 01/29/2024 | - | 2333372/359280 | 111.00 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-037 | 02/05/2024 | - | 2333372/359280 | 355.00 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-038 | 02/06/2024 | - | 2333372/359280 | 150.00 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-039 | 02/06/2024 | - | 2333372/359280 | 36.00 |
| 01670 | 67088406331 | VHCL MTCE SUPPLIES | VR 03202401-040 | 02/09/2024 | - | 2333372/359280 | 229.00 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-041 | 02/14/2024 | - | 2333372/359280 | 227.69 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-036 | 02/05/2024 | - | 2333372/359280 | 997.97 |
| CHECK TOTAL FOR CHECK NUMBER 220336 DATED 03/20/2024 WRITTEN TO 13577 CNH INDUSTRIAL ACCOUNTS for the amount of | | | | | | | 2410.51 |
| 01110 | 11022126407 | ENGINEERING | VR 03202401-042 | 02/23/2024 | - | 2023 BRIDGE RATING & IN | 4587.14 |
| CHECK TOTAL FOR CHECK NUMBER 220337 DATED 03/20/2024 WRITTEN TO 13646 CALHOUN-BURNS & ASSOC INC for the amount of | | | | | | | 4587.14 |
| 01110 | 11022106531 | STREET MAINT SUPPLIES | VR 03202401-043 | 03/01/2024 | - | ROADSTONE | 2164.09 |
| 01110 | 11022106531 | STREET MAINT SUPPLIES | VR 03202401-044 | 03/04/2024 | - | ROADSTONE | 1225.57 |
| CHECK TOTAL FOR CHECK NUMBER 220338 DATED 03/20/2024 WRITTEN TO 14239 CANTERA AGGREGATES LLC for the amount of | | | | | | | 3389.66 |
| 01110 | 11022986599 | OTHER SUPPLIES | VR 03202401-045 | 02/15/2024 | - | 6836017 | 34.47 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-046 | 02/15/2024 | - | 6836017 | 39.38 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|---|----------------|--------------------------|-----------------|--------------|-------------|---------------------|--------------------|
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-047 | 02/15/2024 | - | 6836017 | 125.75 |
| 01110 | 11022506504 | TOOLS & SMALL EQUIP | VR 03202401-048 | 02/19/2024 | - | 6836017 | 645.86 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-049 | 02/26/2024 | - | 6836017 | 8.70 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-050 | 02/26/2024 | - | 6836017 | 174.70 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202401-051 | 02/29/2024 | - | 6836017 | 57.78 |
| CHECK TOTAL FOR CHECK NUMBER 220339 DATED 03/20/2024 WRITTEN TO 15000 CARQUEST AUTO for the amount of | | | | | | | 1086.64 |
| 01110 | 11022986599 | OTHER SUPPLIES | VR 03202401-052 | 02/28/2024 | - | STREET DEPT | 76.29 |
| CHECK TOTAL FOR CHECK NUMBER 220340 DATED 03/20/2024 WRITTEN TO 16300 CENTRAL IOWA FASTENERS for the amount of | | | | | | | 76.29 |
| 01110 | 11022506531 | STREET MAINT SUPPLIES | VR 03202401-053 | 03/04/2024 | - | C00584 | 11483.04 |
| CHECK TOTAL FOR CHECK NUMBER 220341 DATED 03/20/2024 WRITTEN TO 16312 CENTRAL SALT LLC for the amount of | | | | | | | 11483.04 |
| 01610 | 61088156373 | TELEPHONE/IT | VR 03202401-054 | 03/07/2024 | - | 641 684-0749 | 64.68 |
| 01610 | 61088156373 | TELEPHONE/IT | VR 03202401-055 | 03/07/2024 | - | 641 684-4003 | 75.68 |
| 01610 | 61088156373 | TELEPHONE/IT | VR 03202401-056 | 03/07/2024 | - | 641 684-4063 | 64.68 |
| 01001 | 00166306373 | Telephone/IT | VR 03202401-057 | 03/07/2024 | - | 641 684-4499 | 943.03 |
| CHECK TOTAL FOR CHECK NUMBER 220342 DATED 03/20/2024 WRITTEN TO 16402 CENTURYLINK for the amount of | | | | | | | 1148.07 |
| 01001 | 00166256373 | TELEPHONE/IT | VR 03202401-058 | 03/01/2024 | - | 77375989 | 6.85 |
| CHECK TOTAL FOR CHECK NUMBER 220343 DATED 03/20/2024 WRITTEN TO 16403 CENTURYLINK for the amount of | | | | | | | 6.85 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202401-059 | 02/28/2024 | - | THINK & GROW RICH | 17.05 |
| CHECK TOTAL FOR CHECK NUMBER 220344 DATED 03/20/2024 WRITTEN TO 16447 CHARITON PUBLIC LIBRARY for the amount of | | | | | | | 17.05 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202401-060 | 03/01/2024 | - | OTTUMWA | 17670.88 |
| CHECK TOTAL FOR CHECK NUMBER 220345 DATED 03/20/2024 WRITTEN TO 16456 CHARTER MACHINE COMPANY for the amount of | | | | | | | 17670.88 |
| 01133 | 13344106507 | OPERATING SUPPLIES | VR 03202401-061 | 02/23/2024 | - | LIBRARY | 52.49 |
| CHECK TOTAL FOR CHECK NUMBER 220346 DATED 03/20/2024 WRITTEN TO 18373 THE CLEAN SWEEP for the amount of | | | | | | | 52.49 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-006 | 03/15/2024 | - | WITHHOLDING | 322.25 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-010 | 03/15/2024 | - | WITHHOLDING | 180.07 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-009 | 03/15/2024 | - | WITHHOLDING | 110.76 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-003 | 03/15/2024 | - | WITHHOLDING | 336.93 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-007 | 03/15/2024 | - | WITHHOLDING | 22.74 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-012 | 03/15/2024 | - | WITHHOLDING | 5.53 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-008 | 03/15/2024 | - | WITHHOLDING | 146.30 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-004 | 03/15/2024 | - | WITHHOLDING | 244.27 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-005 | 03/15/2024 | - | WITHHOLDING | 181.38 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-011 | 03/15/2024 | - | WITHHOLDING | 55.69 |
| 01820 | 8202132 | CHILD SUPPORT PAYABLE | VR 03202405-013 | 03/15/2024 | - | WITHHOLDING | 373.05 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-----------------------------|-----------------|--------------|-------------|-------------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 220347 DATED 03/20/2024 WRITTEN TO 18980 CHILD SUPPORT SERVICES for the amount of | | | | | | | 1978.97 |
| 01175 | 17511176507 | OPERATING SUPPLIES | VR 03202401-062 | 02/29/2024 | - | POLICE DEPT | 98.44 |
| CHECK TOTAL FOR CHECK NUMBER 220348 DATED 03/20/2024 WRITTEN TO 21816 CREATIVE PRODUCT SOURCINGfor the amount of | | | | | | | 98.44 |
| 01110 | 11022306531 | STREET MAINT SUPPLIES | VR 03202405-015 | 03/01/2024 | - | 190632 | 26298.00 |
| CHECK TOTAL FOR CHECK NUMBER 220349 DATED 03/20/2024 WRITTEN TO 21842 CRESCENT ELECTRIC SUP CO for the amount of | | | | | | | 26298.00 |
| 01133 | 13344106310 | BUILDING MAINT REPAIR | VR 03202401-063 | 03/01/2024 | - | ELEVATOR PERMIT #2691 | 175.00 |
| CHECK TOTAL FOR CHECK NUMBER 220350 DATED 03/20/2024 WRITTEN TO 22450 D.A.I.L. for the amount of | | | | | | | 175.00 |
| 01670 | 67088406531 | STREET MAINT SUPPLIES | VR 03202401-064 | 02/10/2024 | - | ROADSTONE | 309.41 |
| CHECK TOTAL FOR CHECK NUMBER 220351 DATED 03/20/2024 WRITTEN TO 25361 DOUDS STONE LLC for the amount of | | | | | | | 309.41 |
| 01313 | 31377266599 | OTHER SUPPLIES | VR 03202402-001 | 02/21/2024 | - | 210048 BRIDGEVIEW | 450.00 |
| 01001 | 00111106419 | TECHNOLOGY SERVICES | VR 03202402-002 | 02/23/2024 | - | 210048 POLICE | 14.71 |
| 01001 | 00144396507 | OPERATING SUPPLIES | VR 03202402-003 | 03/01/2024 | - | 210048 CITY HALL | 75.20 |
| 01001 | 00166506310 | BUILDING MAINTENANCE REPAVR | 03202402-004 | 03/05/2024 | - | 210048 CITY HALL | 4.28 |
| CHECK TOTAL FOR CHECK NUMBER 220352 DATED 03/20/2024 WRITTEN TO 27010 CONSOLIDATED ELECTRICAL for the amount of | | | | | | | 544.19 |
| 01151 | 15144326599 | OTHER SUPPLIES | VR 03202402-005 | 02/29/2024 | - | ASBESTOS TESTING CTY HA | 250.00 |
| CHECK TOTAL FOR CHECK NUMBER 220353 DATED 03/20/2024 WRITTEN TO 27789 ENVIRONMENTAL EDGE for the amount of | | | | | | | 250.00 |
| 01131 | 13122806415 | RENTS & LEASES | VR 03202402-006 | 03/04/2024 | - | 39.2 HOURS-FEBRUARY | 1960.00 |
| CHECK TOTAL FOR CHECK NUMBER 220354 DATED 03/20/2024 WRITTEN TO 27823 ERHARDT, CLAYTON for the amount of | | | | | | | 1960.00 |
| 01610 | 61088156512 | LAB SUPPLIES | VR 03202402-007 | 02/29/2024 | - | OTTUMWA WWTP | 1478.74 |
| CHECK TOTAL FOR CHECK NUMBER 220355 DATED 03/20/2024 WRITTEN TO 28208 EUROFINS ENVIRONMENT for the amount of | | | | | | | 1478.74 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202402-008 | 02/27/2024 | - | IAOTT0059/GARAGE | 9.79 |
| CHECK TOTAL FOR CHECK NUMBER 220356 DATED 03/20/2024 WRITTEN TO 29300 FASTENAL COMPANY for the amount of | | | | | | | 9.79 |
| 01110 | 11022986599 | OTHER SUPPLIES | VR 03202402-009 | 02/21/2024 | - | 641-681-2180 FREIGHT | 144.00 |
| CHECK TOTAL FOR CHECK NUMBER 220357 DATED 03/20/2024 WRITTEN TO 30130 IST AYD CORPORATION For the amount of | | | | | | | 144.00 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202402-010 | 01/19/2024 | - | WPCF | 552.89 |
| CHECK TOTAL FOR CHECK NUMBER 220358 DATED 03/20/2024 WRITTEN TO 30783 FLUID TECHNOLOGIES PUMPSfor the amount of | | | | | | | 552.89 |
| 01001 | 00111506507 | OPERATING SUPPLIES | VR 03202402-011 | 02/22/2024 | - | 77573/FIRE DEPT | 556.97 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-----------------------|-----------------|--------------|-------------|-------------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 220359 DATED 03/20/2024 WRITTEN TO 32914 GOLDEN WEST INDUSTRIAL for the amount of | | | | | | | 556.97 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202402-012 | 01/30/2024 | - | X10835 | 51.27 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202402-013 | 02/13/2024 | - | X10835 | 27.41 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202402-014 | 02/15/2024 | - | X10835 | 66.41 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202402-015 | 02/20/2024 | - | X10835 | 252.66 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202402-016 | 02/21/2024 | - | X10835 | 873.93 |
| CHECK TOTAL FOR CHECK NUMBER 220360 DATED 03/20/2024 WRITTEN TO 33653 GREGG YOUNG AUTOMOTIVE for the amount of | | | | | | | 1271.68 |
| 01670 | 67088406727 | OTHER CAPITAL EQUIP | VR 03202402-017 | 02/22/2024 | - | CHAIN LINK WIRE FENCE | 54220.00 |
| CHECK TOTAL FOR CHECK NUMBER 220361 DATED 03/20/2024 WRITTEN TO 34001 GULLET FENCE COMPANY for the amount of | | | | | | | 54220.00 |
| 01129 | 12966606230 | TRAINING | VR 03202402-018 | 03/04/2024 | - | PART 1 FEB 27-29 2024 | 7000.00 |
| CHECK TOTAL FOR CHECK NUMBER 220362 DATED 03/20/2024 WRITTEN TO 35421 DAHTRAINER INC for the amount of | | | | | | | 7000.00 |
| 01131 | 13122806415 | RENTS & LEASES | VR 03202402-019 | 03/04/2024 | - | 13.1 HOURS FEBRUARY 202 | 655.00 |
| CHECK TOTAL FOR CHECK NUMBER 220363 DATED 03/20/2024 WRITTEN TO 36301 HEARTLAND AVIATION for the amount of | | | | | | | 655.00 |
| 01001 | 00111906490 | OTHER PROF SERV | VR 03202402-020 | 03/13/2024 | - | JULY-SEPT 2023 | 10950.00 |
| CHECK TOTAL FOR CHECK NUMBER 220364 DATED 03/20/2024 WRITTEN TO 36302 HEARTLAND HUMANE SOCIETY for the amount of | | | | | | | 10950.00 |
| 01673 | 67388436402 | ADVERT/LEGAL PUBL | VR 03202402-021 | 03/05/2024 | - | HOSTING WEBSITE | 90.00 |
| CHECK TOTAL FOR CHECK NUMBER 220365 DATED 03/20/2024 WRITTEN TO 37476 HILL PRODUCTIONS & MEDIA for the amount of | | | | | | | 90.00 |
| 01001 | 00133406210 | DUES & MEMBERSHIPS | VR 03202402-022 | 03/04/2024 | - | J LIPE/J HAMANN | 80.00 |
| CHECK TOTAL FOR CHECK NUMBER 220366 DATED 03/20/2024 WRITTEN TO 40061 IAPMO-IOWA CHAPTER for the amount of | | | | | | | 80.00 |
| 01610 | 61088176531 | STREET MAINT SUPPLIES | VR 03202402-023 | 02/17/2024 | - | 00006665 | 452.00 |
| CHECK TOTAL FOR CHECK NUMBER 220367 DATED 03/20/2024 WRITTEN TO 41600 IDEAL READY MIX for the amount of | | | | | | | 452.00 |
| 01670 | 67088406310 | BUILDING MAINT REPAIR | VR 03202402-024 | 02/26/2024 | - | LANDFILL | 30.00 |
| 01001 | 00144396507 | OPERATING SUPPLIES | VR 03202402-025 | 02/28/2024 | - | TRAIN TERMINAL | 33.00 |
| CHECK TOTAL FOR CHECK NUMBER 220368 DATED 03/20/2024 WRITTEN TO 41920A INDUSTRIAL CHEMICAL for the amount of | | | | | | | 63.00 |
| 01001 | 00166506423 | PHOTOCOPIES | VR 03202402-026 | 02/26/2024 | - | 100-1442624-001 | 334.69 |
| 01001 | 00122606423 | PHOTOCOPIES | VR 03202402-027 | 02/26/2024 | - | 100-1442624-001 | 259.94 |
| 01001 | 00155406423 | PHOTOCOPIES | VR 03202402-028 | 02/26/2024 | - | 100-1442624-001 | 111.45 |
| 01001 | 00133406423 | PHOTOCOPIES | VR 03202402-029 | 02/26/2024 | - | 100-1442624-001 | 111.45 |
| 01001 | 00133406423 | PHOTOCOPIES | VR 03202402-030 | 02/26/2024 | - | 100-1442624-001 | 161.25 |
| 01001 | 00155406423 | PHOTOCOPIES | VR 03202402-031 | 02/26/2024 | - | 100-1442624-001 | 111.45 |
| 01110 | 11022976506 | OFFICE SUPPLIES | VR 03202402-032 | 02/26/2024 | - | 100-1442624-001 | 141.48 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|---|----------------|----------------------------|-----------------|--------------|-------------|------------------------|--------------------|
| 01673 | 67388436498 | MISC CONTRACT WORK | VR 03202402-033 | 02/26/2024 | - | 100-1442624-001 | 78.36 |
| 01610 | 61088156423 | PHOTOCOPIES | VR 03202402-034 | 02/26/2024 | - | 100-1442624-001 | 150.25 |
| CHECK TOTAL FOR CHECK NUMBER 220369 DATED 03/20/2024 WRITTEN TO 42090 INFOMAX OFF SYSTEMS INC for the amount of | | | | | | | 1460.32 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-035 | 02/23/2024 | - | 20U2012 | 168.60 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-036 | 02/23/2024 | - | 20U2012 | 423.98 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-037 | 02/23/2024 | - | 20U2012 | 412.76 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-038 | 02/25/2024 | - | 20U2012 | 16.79 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-039 | 02/27/2024 | - | 20U2012 | 266.84 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-040 | 02/28/2024 | - | 20U2012 | 130.30 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-041 | 02/28/2024 | - | 20U2012 | 66.01 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-042 | 02/29/2024 | - | 20U2012 | 152.67 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-043 | 03/01/2024 | - | 20U2012 | 268.15 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-044 | 03/04/2024 | - | 20U2012 | 420.12 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-045 | 03/05/2024 | - | 20U2012 | 135.79 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202402-046 | 03/05/2024 | - | 20U2012 | 54.61 |
| CHECK TOTAL FOR CHECK NUMBER 220370 DATED 03/20/2024 WRITTEN TO 42160 INGRAM LIBRARY SERVICES for the amount of | | | | | | | 2516.62 |
| 01001 | 00144456424 | PERMITS | VR 03202402-047 | 03/13/2024 | - | FOOD LICENSE | 150.00 |
| CHECK TOTAL FOR CHECK NUMBER 220371 DATED 03/20/2024 WRITTEN TO 42260 INSPECTIONS & APPEALS for the amount of | | | | | | | 150.00 |
| 01860 | 86066646490 | OTHER PROFESSIONAL SERVICE | VR 03202402-048 | 02/21/2024 | - | 509A STUDY PLAN | 975.00 |
| CHECK TOTAL FOR CHECK NUMBER 220372 DATED 03/20/2024 WRITTEN TO 42273 INSURANCE STRATEGIES for the amount of | | | | | | | 975.00 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202402-049 | 01/03/2024 | - | 2056 | 555.80 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202402-050 | 01/24/2024 | - | 2056 | 145.95 |
| CHECK TOTAL FOR CHECK NUMBER 220373 DATED 03/20/2024 WRITTEN TO 43265 INTERSTATE BATTERY for the amount of | | | | | | | 701.75 |
| 01110 | 11022106531 | STREET MAINT SUPPLIES | VR 03202402-051 | 02/21/2024 | - | OIL ASPHALT EMULSION | 700.00 |
| CHECK TOTAL FOR CHECK NUMBER 220374 DATED 03/20/2024 WRITTEN TO 43506 IOWA DEPT TRANSPORTATION for the amount of | | | | | | | 700.00 |
| 01001 | 00144456424 | PERMITS | VR 03202402-052 | 03/13/2024 | - | 5 POOLS | 210.00 |
| CHECK TOTAL FOR CHECK NUMBER 220375 DATED 03/20/2024 WRITTEN TO 43529A IA DEPT OF PUBLIC HEALTH for the amount of | | | | | | | 210.00 |
| 01110 | 11022406531 | STREET MAINT SUPPLIES | VR 03202402-053 | 02/29/2024 | - | OTT300 | 4080.00 |
| CHECK TOTAL FOR CHECK NUMBER 220376 DATED 03/20/2024 WRITTEN TO 44037 IOWA PRISON INDUSTRIES for the amount of | | | | | | | 4080.00 |
| 01301 | 30177346599 | OTHER SUPPLIES | VR 03202402-054 | 02/29/2024 | - | MARY ST RECONSTRUCTION | 5529.75 |
| CHECK TOTAL FOR CHECK NUMBER 220377 DATED 03/20/2024 WRITTEN TO 45044 JEO CONSULTING GROUP, INC for the amount of | | | | | | | 5529.75 |
| 01001 | 00133416499 | CONTRACTUAL SERVICES | VR 03202402-055 | 02/23/2024 | - | BARWICK | 845.00 |
| 01001 | 00133416499 | CONTRACTUAL SERVICES | VR 03202402-056 | 03/02/2024 | - | CRAWFORD | 362.50 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-----------------------|-----------------|--------------|-------------|------------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 220378 DATED 03/20/2024 WRITTEN TO 45057 J & J MOWING for the amount of | | | | | | | 1207.50 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202402-057 | 02/23/2024 | - | 2014 RAM 1500 SSV | 1535.00 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202402-058 | 02/28/2024 | - | 2020 FORD EXPLORER P | 27.00 |
| CHECK TOTAL FOR CHECK NUMBER 220379 DATED 03/20/2024 WRITTEN TO 49701 KRAIG FORD for the amount of | | | | | | | 1562.00 |
| 01001 | 00166106240 | TRAVEL & CONFERENCE | VR 03202402-059 | 03/01/2024 | - | MILEAGE RMBRSMT-FEB 20 | 31.09 |
| CHECK TOTAL FOR CHECK NUMBER 220380 DATED 03/20/2024 WRITTEN TO 51046 TRAVIS LAWRENCE for the amount of | | | | | | | 31.09 |
| 01673 | 67388436492 | TIRE DISPOSAL | VR 03202402-060 | 02/24/2024 | - | 56023 | 2368.32 |
| CHECK TOTAL FOR CHECK NUMBER 220381 DATED 03/20/2024 WRITTEN TO 51969 LIBERTY TIRE SERVICES LLCfor the amount of | | | | | | | 2368.32 |
| 01001 | 00111106599 | OTHER SUPPLIES | VR 03202402-061 | 02/24/2024 | - | LAW CENTER | 10.50 |
| CHECK TOTAL FOR CHECK NUMBER 220382 DATED 03/20/2024 WRITTEN TO 52724 LOCK MASTER for the amount of | | | | | | | 10.50 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202402-062 | 02/08/2024 | - | 1-0000282/WPCF | 4.62 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202402-063 | 02/21/2024 | - | 1-0000282/WPCF | 2.06 |
| CHECK TOTAL FOR CHECK NUMBER 220383 DATED 03/20/2024 WRITTEN TO 52990 LOKTRONICS SECURITY CORP for the amount of | | | | | | | 6.68 |
| 01001 | 00166306240 | Travel & Conferences | VR 03202402-064 | 02/13/2024 | - | FEBRUARY 2024 | 8.98 |
| CHECK TOTAL FOR CHECK NUMBER 220384 DATED 03/20/2024 WRITTEN TO 53302 QUINTON LUNDT for the amount of | | | | | | | 8.98 |
| 01131 | 13122806310 | BLDG MAINT & REPAIR | VR 03202402-065 | 03/01/2024 | - | AIRPORT | 515.00 |
| CHECK TOTAL FOR CHECK NUMBER 220385 DATED 03/20/2024 WRITTEN TO 54181 MAHER PLUMBING & HEATING for the amount of | | | | | | | 515.00 |
| 01110 | 11022106531 | STREET MAINT SUPPLIES | VR 03202402-067 | 02/22/2024 | - | 77041 | 3703.84 |
| 01610 | 61088176531 | STREET MAINT SUPPLIES | VR 03202402-066 | 02/23/2024 | - | 77041 | 1257.70 |
| 01610 | 61088176531 | STREET MAINT SUPPLIES | VR 03202402-068 | 03/05/2024 | - | 77041 | 673.85 |
| CHECK TOTAL FOR CHECK NUMBER 220386 DATED 03/20/2024 WRITTEN TO 54390 MANATT'S INC for the amount of | | | | | | | 5635.39 |
| 01001 | 00144306504 | TOOLS & SMALL EQUIP | VR 03202402-078 | 02/09/2024 | - | 31850255 | 35.90 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202402-084 | 02/15/2024 | - | 31850255 | 3.76 |
| 01001 | 00144306504 | TOOLS & SMALL EQUIP | VR 03202402-085 | 02/16/2024 | - | 31850255 | 26.26 |
| 01001 | 00111506350 | EQUIP REPAIR | VR 03202402-092 | 02/21/2024 | - | 31850255 | 3.27 |
| 01001 | 00133406504 | TOOLS & SMALL EQUIP | VR 03202402-094 | 02/27/2024 | - | 31850255 | 16.44 |
| 01001 | 00144456331 | VHCL MTCE SUPPLIES | VR 03202402-098 | 02/29/2024 | - | 31850255 | 34.49 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202402-100 | 02/29/2024 | - | 31850255 | 41.93 |
| 01001 | 00144456507 | OPERATING SUPPLIES | VR 03202402-069 | 02/05/2024 | - | 31850255 | 32.96 |
| 01670 | 67088406506 | OFFICE SUPPLIES | VR 03202402-070 | 02/06/2024 | - | 31850255 | 11.27 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202402-071 | 02/06/2024 | - | 31850255 | 14.99 |
| 01610 | 61088156512 | LAB SUPPLIES | VR 03202402-072 | 02/07/2024 | - | 31850255 | 8.97 |
| 01110 | 11022406531 | STREET MAINT SUPPLIES | VR 03202402-073 | 02/07/2024 | - | 31850255 | 41.94 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|---|----------------|--------------------------|-----------------|--------------|-------------|-------------------------|--------------------|
| 01110 | 11022406531 | STREET MAINT SUPPLIES | VR 03202402-074 | 02/07/2024 | - | 31850255 | -13.98 |
| 01131 | 13122806507 | OPERATING SUPPLIES | VR 03202402-075 | 02/07/2024 | - | 31850255 | 42.01 |
| 01110 | 11022106531 | STREET MAINT SUPPLIES | VR 03202402-076 | 02/08/2024 | - | 31850255 | 13.98 |
| 01110 | 11022106531 | STREET MAINT SUPPLIES | VR 03202402-077 | 02/08/2024 | - | 31850255 | 6.99 |
| 01673 | 67388436507 | OPERATING SUPPLIES | VR 03202402-079 | 02/09/2024 | - | 31850255 | 45.73 |
| 01131 | 13122806310 | BLDG MAINT & REPAIR | VR 03202402-080 | 02/12/2024 | - | 31850255 | 102.44 |
| 01001 | 00144456507 | OPERATING SUPPLIES | VR 03202402-081 | 02/13/2024 | - | 31850255 | 12.98 |
| 01001 | 00144456507 | OPERATING SUPPLIES | VR 03202402-082 | 02/14/2024 | - | 31850255 | 47.78 |
| 01110 | 11022106531 | STREET MAINT SUPPLIES | VR 03202402-083 | 02/15/2024 | - | 31850255 | 56.88 |
| 01135 | 13544506504 | TOOLS & SMALL EQUIP | VR 03202402-086 | 02/16/2024 | - | 31850255 | 94.97 |
| 01001 | 00144456504 | TOOLS & SMALL EQUIP | VR 03202402-088 | 02/20/2024 | - | 31850255 | 21.97 |
| 01610 | 61088176531 | STREET MAINT SUPPLIES | VR 03202402-089 | 02/20/2024 | - | 31850255 | 59.98 |
| 01001 | 00144456504 | TOOLS & SMALL EQUIP | VR 03202402-090 | 02/20/2024 | - | 31850255 | 8.97 |
| 01110 | 11022106531 | STREET MAINT SUPPLIES | VR 03202402-091 | 02/21/2024 | - | 31850255 | 42.87 |
| 01131 | 13122806331 | VHCL MTCE SUPPLIES | VR 03202402-093 | 02/22/2024 | - | 31850255 | 14.47 |
| 01131 | 13122806507 | OPERATING SUPPLIES | VR 03202402-095 | 02/28/2024 | - | 31850255 | 88.24 |
| 01001 | 00144456507 | OPERATING SUPPLIES | VR 03202402-096 | 02/28/2024 | - | 31850255 | 57.80 |
| 01110 | 11022406531 | STREET MAINT SUPPLIES | VR 03202402-097 | 02/28/2024 | - | 31850255 | 13.74 |
| 01670 | 67088406506 | OFFICE SUPPLIES | VR 03202402-099 | 02/29/2024 | - | 31850255 | 10.01 |
| 01110 | 11022106531 | STREET MAINT SUPPLIES | VR 03202402-087 | 02/20/2024 | - | 31850255 | 8.48 |
| CHECK TOTAL FOR CHECK NUMBER 220388 DATED 03/20/2024 WRITTEN TO 57385 MENARDS for the amount of | | | | | | | 1008.49 |
| 01863 | 86366646158 | GROUP LIFE PREMIUMS | VR 03202403-001 | 02/20/2024 | - | MARCH 2024 | 228.00 |
| CHECK TOTAL FOR CHECK NUMBER 220389 DATED 03/20/2024 WRITTEN TO 57518 SYMETRA LIFE INSURANCE CO for the amount of | | | | | | | 228.00 |
| 01131 | 13122806370 | NATURAL GAS | VR 03202403-002 | 03/08/2024 | - | 14886 TERMINAL ST | 86.79 |
| 01001 | 00144396370 | NATURAL GAS | VR 03202403-003 | 03/05/2024 | - | 210 W MAIN ST | 563.43 |
| CHECK TOTAL FOR CHECK NUMBER 220390 DATED 03/20/2024 WRITTEN TO 58500 MIDAMERICAN ENERGY CO for the amount of | | | | | | | 650.22 |
| 01131 | 13122806310 | BLDG MAINT & REPAIR | VR 03202403-004 | 03/01/2024 | - | 60061/AIRPORT | 1275.00 |
| CHECK TOTAL FOR CHECK NUMBER 220391 DATED 03/20/2024 WRITTEN TO 59200 MIDWEST ALARM SERVICES for the amount of | | | | | | | 1275.00 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202403-005 | 01/02/2024 | - | 2000006388 | 15.99 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202403-006 | 02/26/2024 | - | 2000006388 | 27.73 |
| 01173 | 17344136525 | LIBRARY MAT-GRUBB ESTATE | VR 03202403-007 | 03/05/2024 | - | 2000006388 | 19.99 |
| CHECK TOTAL FOR CHECK NUMBER 220392 DATED 03/20/2024 WRITTEN TO 59382 MIDWEST TAPE for the amount of | | | | | | | 63.71 |
| 01820 | 8202130 | ICMA DEF COMP PAYABLE | VR 03202405-014 | 03/15/2024 | - | 457 EMPLOYEE CONTRIBUTI | 1285.38 |
| CHECK TOTAL FOR CHECK NUMBER 220393 DATED 03/20/2024 WRITTEN TO 60299 MISSIONSQUARE for the amount of | | | | | | | 1285.38 |
| 01001 | 00144396507 | OPERATING SUPPLIES | VR 03202403-008 | 02/16/2024 | - | AMTRAK | 80.00 |
| CHECK TOTAL FOR CHECK NUMBER 220394 DATED 03/20/2024 WRITTEN TO 60780 MOBILE LOCKSMITH & ALARM, for the amount of | | | | | | | 80.00 |
| 01670 | 67088406507 | OPERATING SUPPLIES | VR 03202403-009 | 02/03/2024 | - | LANDFILL | 3834.32 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|--------------------------|-----------------|--------------|-------------|---------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 220395 DATED 03/20/2024 WRITTEN TO 62541 STEVE MUNDELL CONSTRUCTIOfor the amount of | | | | | | | 3834.32 |
| 01131 | 13122806408 | PROPERTY INSURANCE | VR 03202403-010 | 02/01/2024 | - | AIRPORT | 9412.00 |
| CHECK TOTAL FOR CHECK NUMBER 220396 DATED 03/20/2024 WRITTEN TO 65680 NOEL INSURANCE INC for the amount of | | | | | | | 9412.00 |
| 01001 | 00111506507 | OPERATING SUPPLIES | VR 03202403-011 | 03/04/2024 | - | FIRE 1 & 2 | 55.00 |
| CHECK TOTAL FOR CHECK NUMBER 220397 DATED 03/20/2024 WRITTEN TO 66561 OFFICIAL PEST CONTROL for the amount of | | | | | | | 55.00 |
| 01001 | 00122606331 | VHCL MTCE SUPPLIES | VR 03202403-012 | 01/29/2024 | - | 131522 | 19.68 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-013 | 01/30/2024 | - | 131522 | 99.67 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-014 | 02/06/2024 | - | 131522 | 172.14 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-015 | 02/06/2024 | - | 131522 | 432.07 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-016 | 02/07/2024 | - | 131522 | 40.08 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-017 | 02/13/2024 | - | 131522 | 79.32 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-018 | 02/14/2024 | - | 131522 | 9.41 |
| 01610 | 61088156331 | VHCL MTCE SUPPLIES | VR 03202403-019 | 02/14/2024 | - | 131522 | 119.51 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-020 | 02/16/2024 | - | 131522 | -2.09 |
| CHECK TOTAL FOR CHECK NUMBER 220398 DATED 03/20/2024 WRITTEN TO 67098 O'REILLY AUTOMOTIVE for the amount of | | | | | | | 969.79 |
| 01673 | 67388436498 | MISC CONTRACT WORK | VR 03202403-021 | 03/07/2024 | - | FEB 21-MAR 7 2024 | 205.00 |
| CHECK TOTAL FOR CHECK NUMBER 220399 DATED 03/20/2024 WRITTEN TO 67616 OTT PREDATOR CONTROL for the amount of | | | | | | | 205.00 |
| 01670 | 67088406402 | ADVERT/LEGAL PUBL | VR 03202403-022 | 02/29/2024 | - | MEETING | 76.91 |
| 01001 | 00111106402 | ADVERT/LEGAL PUBL | VR 03202403-023 | 02/29/2024 | - | DISPOSITION | 41.18 |
| CHECK TOTAL FOR CHECK NUMBER 220400 DATED 03/20/2024 WRITTEN TO 68000 OTTUMWA COURIER for the amount of | | | | | | | 118.09 |
| 01110 | 11022986162 | EMPLOYEE PHYSICALS/TESTS | VR 03202403-024 | 03/01/2024 | - | CRAIG D BROWN | 40.00 |
| 01135 | 13544506162 | EMPLOYEE PHYSICALS/TESTS | VR 03202403-025 | 03/01/2024 | - | SAMANTHA L CAIN | 132.00 |
| 01110 | 11022706162 | EMPLOYEE PHYSICALS/TESTS | VR 03202403-026 | 03/01/2024 | - | BRADLEY A DAVIS | 80.00 |
| 01110 | 11022106162 | EMPLOYEE PHYSICALS/TESTS | VR 03202403-027 | 03/01/2024 | - | SHANNON J STATON | 40.00 |
| CHECK TOTAL FOR CHECK NUMBER 220401 DATED 03/20/2024 WRITTEN TO 68238 OTTUMWA HEALTH GROUP LLC for the amount of | | | | | | | 292.00 |
| 01610 | 61088156414 | PRINTING | VR 03202403-028 | 02/29/2024 | - | WPCF | 276.00 |
| 01001 | 00111106414 | PRINTING | VR 03202403-029 | 02/29/2024 | - | POLICE | 60.00 |
| CHECK TOTAL FOR CHECK NUMBER 220402 DATED 03/20/2024 WRITTEN TO 68560 OTTUMWA PRINTING, INC. for the amount of | | | | | | | 336.00 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202403-032 | 03/13/2024 | - | 2222 S EMMA | 82.41 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202403-033 | 03/13/2024 | - | 2222 EMMA 2 | 664.20 |
| 01610 | 61088156404 | BILLING FEES-WW | VR 03202403-030 | 02/29/2024 | - | FEBRUARY 2024 | 8368.00 |
| 01001 | 00122906404 | BILLING FEES-WW | VR 03202403-031 | 02/29/2024 | - | FEBRUARY 2024 | 4388.00 |

REPORT DATE 03/14/2024
 SYSTEM DATE 03/14/2024
 FILES ID 0

CITY OF OTTUMWA
 CHECK REGISTER
 COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 10
 TIME 09:49:58
 USER MC

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-----------------------------|-----------------|--------------|-------------|-------------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 220403 DATED 03/20/2024 WRITTEN TO 69040 OTTUMWA WATER AND HYDRO for the amount of | | | | | | | 13502.61 |
| 01001 | 00111106409 | JANITORIAL | VR 03202403-034 | 03/29/2024 | - | MARCH 2024 | 1650.00 |
| CHECK TOTAL FOR CHECK NUMBER 220404 DATED 03/20/2024 WRITTEN TO 69688 DIXIE L PARKER for the amount of | | | | | | | 1650.00 |
| 01001 | 00144396409 | JANITORIAL | VR 03202403-035 | 02/29/2024 | - | FEB 2024/REST ROOMS | 3080.00 |
| 01131 | 13122806409 | JANITORIAL | VR 03202403-036 | 02/29/2024 | - | AIRPORT FEBRUARY 2024 | 100.00 |
| CHECK TOTAL FOR CHECK NUMBER 220405 DATED 03/20/2024 WRITTEN TO 73971 PROFESSIONAL JANITORIAL for the amount of | | | | | | | 3180.00 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-040 | 02/20/2024 | - | 561/GARAGE | 2257.03 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-037 | 02/01/2024 | - | 561/GARAGE | 189.54 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-038 | 02/05/2024 | - | 561/GARAGE | 1150.26 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-039 | 02/12/2024 | - | 561/GARAGE | 44.05 |
| CHECK TOTAL FOR CHECK NUMBER 220406 DATED 03/20/2024 WRITTEN TO 74626 QUALITY SERVICES CORP for the amount of | | | | | | | 3640.88 |
| 01670 | 67088406490 | OTHER PROF SERV | VR 03202403-041 | 03/03/2024 | - | LANDFILL | 1250.00 |
| CHECK TOTAL FOR CHECK NUMBER 220407 DATED 03/20/2024 WRITTEN TO 75926 REDLINE PRESSURE WASHING for the amount of | | | | | | | 1250.00 |
| 01001 | 00144306350 | EQUIP REPAIR | VR 03202403-042 | 02/29/2024 | - | PARK DEPT | 307.78 |
| CHECK TOTAL FOR CHECK NUMBER 220408 DATED 03/20/2024 WRITTEN TO 76053 REED OVERHEAD DOOR for the amount of | | | | | | | 307.78 |
| 01151 | 15144326499 | CONTRACTUAL SERVICES | VR 03202403-043 | 02/26/2024 | - | CITY HALL RENOVATION | 31065.00 |
| CHECK TOTAL FOR CHECK NUMBER 220409 DATED 03/20/2024 WRITTEN TO 77203 RG CONSTRUCTION, LLC for the amount of | | | | | | | 31065.00 |
| 01001 | 00111206627 | OTHER SMALL CAPITAL | VR 03202403-044 | 02/28/2024 | - | POLICE | 4183.01 |
| 01001 | 00111106532 | SUSTENANCE SUPPLIES | VR 03202403-045 | 02/28/2024 | - | POLICE | 3104.97 |
| CHECK TOTAL FOR CHECK NUMBER 220410 DATED 03/20/2024 WRITTEN TO 77449 RMA ARMAMENT INC for the amount of | | | | | | | 7287.98 |
| 01670 | 67088406507 | OPERATING SUPPLIES | VR 03202403-048 | 03/08/2024 | - | LANDFILL | 115.56 |
| 01670 | 67088406507 | OPERATING SUPPLIES | VR 03202403-047 | 03/04/2024 | - | LANDFILL | 115.16 |
| 01001 | 00144306372 | SANITATION | VR 03202403-046 | 02/27/2024 | - | GOP BY EXISTINF RESTROO | 115.56 |
| CHECK TOTAL FOR CHECK NUMBER 220411 DATED 03/20/2024 WRITTEN TO 78105 ROYAL PORTABLE TOILETS for the amount of | | | | | | | 346.28 |
| 01110 | 11022106399 | OTHER MAINT & REPAIR | VR 03202403-049 | 02/16/2024 | - | COO/STREETS | 490.87 |
| CHECK TOTAL FOR CHECK NUMBER 220412 DATED 03/20/2024 WRITTEN TO 78279 S & L ALL SEASON for the amount of | | | | | | | 490.87 |
| 01001 | 00166506310 | BUILDING MAINTENANCE REPAVR | VR 03202405-016 | 03/01/2024 | - | 1003275/CITY HALL | 293.75 |
| CHECK TOTAL FOR CHECK NUMBER 220413 DATED 03/20/2024 WRITTEN TO 79358 SCHUMACHER ELEVATOR CO for the amount of | | | | | | | 293.75 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-050 | 02/01/2024 | - | 400005485 | 52.86 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|----------------------|-----------------|--------------|-------------|-------------------------|--------------------|
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-051 | 02/02/2024 | - | 400005485 | 125.48 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-052 | 02/07/2024 | - | 400005485 | 176.34 |
| 01673 | 67388436331 | VHCL MTCE SUPPLIES | VR 03202403-053 | 02/07/2024 | - | 400005485 | 420.30 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-054 | 02/08/2024 | - | 400005485 | 15.37 |
| 01110 | 11022986599 | OTHER SUPPLIES | VR 03202403-055 | 02/08/2024 | - | 400005485 | 99.17 |
| 01670 | 67088406331 | VHCL MTCE SUPPLIES | VR 03202403-056 | 02/09/2024 | - | 400005485 | 205.56 |
| 01670 | 67088406331 | VHCL MTCE SUPPLIES | VR 03202403-057 | 02/09/2024 | - | 400005485 | 187.83 |
| 01131 | 13122806331 | VHCL MTCE SUPPLIES | VR 03202403-058 | 02/15/2024 | - | 400005485 | 22.60 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-059 | 02/16/2024 | - | 400005485 | 245.53 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-060 | 02/20/2024 | - | 400005485 | 117.28 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-061 | 02/21/2024 | - | 400005485 | 80.08 |
| 01670 | 67088406331 | VHCL MTCE SUPPLIES | VR 03202403-062 | 02/21/2024 | - | 400005485 | 87.48 |
| 01670 | 67088406331 | VHCL MTCE SUPPLIES | VR 03202403-063 | 02/21/2024 | - | 400005485 | 21.33 |
| 01673 | 67388436331 | VHCL MTCE SUPPLIES | VR 03202403-064 | 02/22/2024 | - | 400005485 | 40.75 |
| 01673 | 67388436331 | VHCL MTCE SUPPLIES | VR 03202403-065 | 02/22/2024 | - | 400005485 | -40.75 |
| CHECK TOTAL FOR CHECK NUMBER 220414 DATED 03/20/2024 WRITTEN TO 82136 SINCLAIR NAPA for the amount of | | | | | | | 1857.21 |
| 01110 | 11022306371 | ELECTRIC | VR 03202403-066 | 03/04/2024 | - | 304-03-0000 | 31.50 |
| 01001 | 00144816507 | OPERATING SUPPLIES | VR 03202403-067 | 03/04/2024 | - | 204-28-0028 | 48.91 |
| CHECK TOTAL FOR CHECK NUMBER 220415 DATED 03/20/2024 WRITTEN TO 83920 SOUTHERN IOWA ELECTRIC for the amount of | | | | | | | 80.41 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202403-068 | 02/06/2024 | - | 6830622 | 70.00 |
| CHECK TOTAL FOR CHECK NUMBER 220416 DATED 03/20/2024 WRITTEN TO 84100 SPILMAN AUTO PARTS INC for the amount of | | | | | | | 70.00 |
| 01174 | 17444446499 | CONTRACTUAL SERVICES | VR 03202403-069 | 01/11/2024 | - | OXBOW REIMAGINED | 200.00 |
| CHECK TOTAL FOR CHECK NUMBER 220417 DATED 03/20/2024 WRITTEN TO 86255 STONY CREEK LANDSCAPES for the amount of | | | | | | | 200.00 |
| 01135 | 13544506410 | CONTRACT EMPLOYEES | VR 03202405-017 | 01/08/2024 | - | 03-0077/SMALL | 187.68 |
| 01135 | 13544506410 | CONTRACT EMPLOYEES | VR 03202405-018 | 02/12/2024 | - | 03-0077/SMALL | 469.20 |
| 01001 | 00144306410 | CONTRACT EMPLOYEES | VR 03202405-019 | 02/12/2024 | - | 03-0077/SMALL | 457.47 |
| 01135 | 13544506410 | CONTRACT EMPLOYEES | VR 03202405-020 | 02/19/2024 | - | 03-0077/SMALL | 586.50 |
| 01001 | 00144306410 | CONTRACT EMPLOYEES | VR 03202405-021 | 02/19/2024 | - | 03-0077/MULTI EMPLOYEE | 1766.40 |
| 01001 | 00144306410 | CONTRACT EMPLOYEES | VR 03202405-022 | 02/19/2024 | - | 03-0077/SMALL | 351.90 |
| 01670 | 67088406490 | OTHER PROF SERV | VR 03202403-070 | 02/26/2024 | - | 03-0077/SIMMONS | 91.08 |
| 01673 | 67388436499 | CONTRACTUAL SERVICES | VR 03202403-071 | 02/26/2024 | - | 03-0077/MULTIPLE EMPLOY | 1730.52 |
| 01001 | 00144306410 | CONTRACT EMPLOYEES | VR 03202403-072 | 03/04/2024 | - | 03-0077/SMALL | 164.22 |
| 01001 | 00144306410 | CONTRACT EMPLOYEES | VR 03202403-073 | 03/04/2024 | - | 03-0077/MULTI EMPLOYEE | 1766.40 |
| 01610 | 61088156410 | CONTRACT EMPLOYEES | VR 03202403-074 | 03/04/2024 | - | 03-0077/WATSON | 455.40 |
| 01670 | 67088406490 | OTHER PROF SERV | VR 03202403-075 | 03/04/2024 | - | 03-0077/SIMMONS | 303.60 |
| 01670 | 67088406490 | OTHER PROF SERV | VR 03202403-076 | 03/04/2024 | - | 03-0077/MULTI EMPLOYEE | 1779.88 |
| 01610 | 61088156410 | CONTRACT EMPLOYEES | VR 03202403-077 | 03/11/2024 | - | 03-0077/WATSON | 414.00 |
| 01670 | 67088406490 | OTHER PROF SERV | VR 03202403-078 | 03/11/2024 | - | 03-0077/SIMMONS | 345.35 |
| 01673 | 67388436490 | OTHER PROF SERV | VR 03202403-079 | 03/11/2024 | - | 03-0077/MULTI EMPLOYEE | 1908.91 |
| CHECK TOTAL FOR CHECK NUMBER 220418 DATED 03/20/2024 WRITTEN TO 86970 SUPREME STAFFING INC for the amount of | | | | | | | 12778.51 |
| 01001 | 00111506532 | SUSTENANCE SUPPLIES | VR 03202403-080 | 02/28/2024 | - | ACCOUNTBLTY TAGS/THOMPS | 168.00 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|------------------------|-----------------|--------------|-------------|-----------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 220419 DATED 03/20/2024 WRITTEN TO 88697 THUMBS UP GIFTS & AWARDS for the amount of | | | | | | | 168.00 |
| 01001 | 00155406414 | PRINTING | VR 03202403-082 | 02/13/2024 | - | 3183/MAIN | 69.00 |
| 01670 | 67088406504 | TOOLS & SMALL EQUIP | VR 03202403-081 | 02/21/2024 | - | 2036142/LANDFILL | 53.20 |
| CHECK TOTAL FOR CHECK NUMBER 220420 DATED 03/20/2024 WRITTEN TO 88858 TIPCO INDUSTRIES for the amount of | | | | | | | 122.20 |
| 01670 | 67088406499 | CONTRACTUAL SERVICES | VR 03202405-023 | 03/07/2024 | - | LANDFILL COLLECTION | 1200.00 |
| CHECK TOTAL FOR CHECK NUMBER 220421 DATED 03/20/2024 WRITTEN TO 89072 TORRES CONSTRUCTION for the amount of | | | | | | | 1200.00 |
| 01001 | 00144306320 | GROUNDS MAINT & REPAIR | VR 03202404-001 | 03/07/2024 | - | CITY OF OTT | 560.00 |
| CHECK TOTAL FOR CHECK NUMBER 220422 DATED 03/20/2024 WRITTEN TO 90851 UNITED SEEDS INC for the amount of | | | | | | | 560.00 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-003 | 02/01/2024 | - | 16118 | 76.14 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-013 | 02/16/2024 | - | 16118 | 3515.16 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-016 | 02/15/2024 | - | 16118 | 6904.18 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-008 | 02/08/2024 | - | 16118 | 18.74 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-009 | 02/08/2024 | - | 16118 | 182.59 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-015 | 02/08/2024 | - | 16118 | 133.70 |
| 01001 | 00111106419 | TECHNOLOGY SERVICES | VR 03202404-018 | 02/28/2024 | - | 16118 | 142.60 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-004 | 02/02/2024 | - | 16118 | 49.34 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-011 | 02/12/2024 | - | 16118 | 156.18 |
| 01110 | 11022426504 | TOOLS & SMALL EQUIP | VR 03202404-002 | 02/05/2024 | - | 16118 | 41.28 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-017 | 02/16/2024 | - | 16118 | 7.60 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-014 | 02/16/2024 | - | 16118 | 20.16 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-007 | 02/05/2024 | - | 16118 | 266.57 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-006 | 02/06/2024 | - | 16118 | 134.10 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-010 | 02/09/2024 | - | 16118 | -134.10 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-012 | 02/12/2024 | - | 16118 | 32.66 |
| 01610 | 61088156507 | OPERATING SUPPLIES | VR 03202404-005 | 01/23/2024 | - | 16118 | 144.88 |
| CHECK TOTAL FOR CHECK NUMBER 220423 DATED 03/20/2024 WRITTEN TO 92555 THE VAN METER COMPANY for the amount of | | | | | | | 11691.78 |
| 01315 | 31577726499 | CONTRACTUAL | VR 03202404-020 | 02/23/2024 | - | BLAKES BRANCH PHASE 8 | 6006.62 |
| 01315 | 31577726599 | OTHER SUPPLIES | VR 03202404-019 | 02/23/2024 | - | BLAKES BRANCH PHASE 8 | 46333.73 |
| 01315 | 31577726499 | CONTRACTUAL | VR 03202404-021 | 02/23/2024 | - | BLAKES BRANCH PHASE 8 | 3241.03 |
| CHECK TOTAL FOR CHECK NUMBER 220424 DATED 03/20/2024 WRITTEN TO 92648 VEENSTRA & KIMM INC for the amount of | | | | | | | 55581.38 |
| 01110 | 11022986331 | VHCL MTCE SUPPLIES | VR 03202404-022 | 03/01/2024 | - | OTTUM001 | 141.00 |
| CHECK TOTAL FOR CHECK NUMBER 220425 DATED 03/20/2024 WRITTEN TO 92681A VERMEER IOWA & N MISSOURI for the amount of | | | | | | | 141.00 |
| 01001 | 00166206416 | ELECTION COSTS | VR 03202404-023 | 03/08/2024 | - | SCHOOL 11-7-23 | 6646.33 |
| 01001 | 00166206416 | ELECTION COSTS | VR 03202404-024 | 03/08/2024 | - | PRIMARY 10-10-23 | 14362.10 |

BATCH NUMBER CHKX

| CASH CODE | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | VOUCHER NUMBER | INVOICE DATE | P.O. NUMBER | VOUCHER DESCRIPTION | TRANSACTION AMOUNT |
|--|----------------|-----------------------------|-----------------|--------------|-------------|---------------------|--------------------|
| CHECK TOTAL FOR CHECK NUMBER 220426 DATED 03/20/2024 WRITTEN TO 94145 WAPELLO COUNTY AUDITOR for the amount of | | | | | | | 21008.43 |
| 01001 | 00111126413 | PAYMENTS TO OTHER ENTITIEVR | 03202404-025 | 03/13/2024 | - | JANUARY 2024 | 5686.80 |
| CHECK TOTAL FOR CHECK NUMBER 220427 DATED 03/20/2024 WRITTEN TO 94721 WAPELLO CO SHERIFF'S OFFIfor the amount of | | | | | | | 5686.80 |
| 01670 | 67088406374 | WATER | VR 03202404-026 | 02/27/2024 | - | 13277 1656TH AVENUE | 45.23 |
| CHECK TOTAL FOR CHECK NUMBER 220428 DATED 03/20/2024 WRITTEN TO 95120 WAPELLO RURAL WATER ASSC for the amount of | | | | | | | 45.23 |
| 01001 | 00111106331 | VHCL MTCE SUPPLIES | VR 03202404-027 | 03/04/2024 | - | POLICE | 20.00 |
| 01001 | 00111106331 | VHCL MTCE SUPPLIES | VR 03202404-028 | 03/05/2024 | - | POLICE | 20.00 |
| 01610 | 61088156331 | VHCL MTCE SUPPLIES | VR 03202404-029 | 03/06/2024 | - | WPCF | 20.00 |
| CHECK TOTAL FOR CHECK NUMBER 220429 DATED 03/20/2024 WRITTEN TO 95368 WAYNE'S TIRE for the amount of | | | | | | | 60.00 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-030 | 03/01/2024 | - | 215713192 | 698.32 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-042 | 03/04/2024 | - | 216950133 | 11.83 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-041 | 03/04/2024 | - | 216819687 | 11.91 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-044 | 03/04/2024 | - | 215726189 | 81.84 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-031 | 03/04/2024 | - | 216818812 | 31.11 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-043 | 03/04/2024 | - | 216948230 | 14.36 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-037 | 03/04/2024 | - | 216818824 | 13.90 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-036 | 03/04/2024 | - | 216807372 | 14.81 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-040 | 03/04/2024 | - | 216818410 | 18.23 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-038 | 03/04/2024 | - | 216818822 | 15.24 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-039 | 03/04/2024 | - | 216818424 | 13.09 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-035 | 03/04/2024 | - | 216818421 | 15.45 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-034 | 03/04/2024 | - | 216758729 | 11.83 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-033 | 03/04/2024 | - | 216807383 | 12.82 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-032 | 03/04/2024 | - | 216818436 | 18.02 |
| 01001 | 00166306373 | Telephone/IT | VR 03202404-045 | 03/04/2024 | - | 216948229 | 12.82 |
| CHECK TOTAL FOR CHECK NUMBER 220430 DATED 03/20/2024 WRITTEN TO 97306 WINDSTREAM ENTERPRISE for the amount of | | | | | | | 995.58 |
| 01 Bank Code TOTALS for 00108 Checks to 00108 Vendors for the amount of | | | | | | | 388666.62 |
| REPORT TOTALS for 00108 Checks to 00108 Vendors for the amount of | | | | | | | 388666.62 |

OTTUMWA CIVIL SERVICE COMMISSION

Police Officer – Entrance Eligibility List

1. Daniel Lentsch

Certified March 5, 2024

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

received
3.14.24 8AM

Item No. B.-4.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: **Adult Softball Lease 2024**

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Adult Softball Lease for the 2024 Season

DISCUSSION: Todd Grooms has informed the City of Ottumwa that he is no longer interested in being the lease holder for adult softball. Davis Damon has indicated that he wants to take over the adult softball lease for the 2024 season. The revised lease is attached.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of April 1, 2024, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Adult Softball Association, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the Ottumwa Men's Slo-Pitch diamonds, more commonly described in Attachment "A", for the purpose of holding recreational softball programs. Co-ed, Church League and Ottumwa Men's Slo-Pitch.
2. Said Lease shall begin on the 1st day of April, 2024 and continue until the 31st day of December, 2024.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before April 1, 2024.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days, unless LESSEE is forced to vacate said premises by LESSOR. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

7. LESSEE shall, at the option of the LESSOR, defend the LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in defense of any suit arising hereunder.

8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. **Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.**

9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before June 1, 2024.

11. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

CITY OF OTTUMWA, IOWA

BY: Richard W. Johnson
Richard W. Johnson, Mayor

DATE: 3/19/2024

BY: _____
LESSEE

DATE: _____

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0654

Adult Softball Association
Davis Damon
209 North McLean
Ottumwa, IA 52501
641-208-0582

received
3-14-24 11AM

Item No. B.-5.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Christina Reinhard

Prepared By



Police

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and MAD Ave Quik Shop.

Public hearing required if this box is checked.

RECOMMENDATION: Authorize the Mayor to sign the Order Regarding Affirmative Defense - 1st Violation with MAD Ave Quik Shop at 405 South Madison Avenue.

DISCUSSION: On February 2, 2024, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

MAD Ave Quik Shop
405 South Madison Ave.
Ottumwa, Iowa

The above-captioned permit holder committed a violation of Iowa Code Section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

cigarettes to any person under the twenty-one years of age and that this was a first violation of this statute. On this 19th day of March, 2024, in lieu of a public hearing on the matter, the Ottumwa City Council approves and accepts the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22(3) resulting from a violation of Iowa Code section 453A.2(1) dated February 2, 2024. The permit holder for the business has chose to assert an Affirmative Defense, under Iowa Code sections 453A.22(3), which may be used once in a four-year period rather than pay the civil penalty. The City Council shall authorize the Mayor to sign the order regarding affirmative defense.

ORDER REGARDING AFFIRMATIVE DEFENSE

IN RE:
MAD Ave Quik Shop
405 S. Madison Avenue
Ottumwa, Iowa 52501

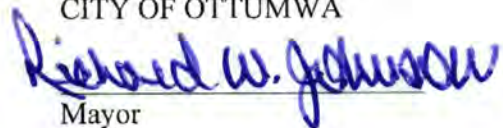
ORDER REGARDING AFFIRMATIVE DEFENSE

On this 19th day of March, 2024, in lieu of a public hearing on the matter, the Ottumwa City Council approves and accepts the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22(3) resulting from a violation of Iowa Code section 453A.2(1) dated February 2, 2024.

Therefore, the Ottumwa City Council FINDS that the above-captioned permittee is entitled to the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

IT IS THEREFORE ORDERED that no penalty in this matter is imposed.

CITY OF OTTUMWA


Mayor

ATTEST:


City Clerk



Kristine Stone

From: Logan Brundage
Sent: Monday, March 11, 2024 11:40 PM
To: Joe Damerval
Subject: RE: MAD Ave Quik Shop- Ottumwa, Iowa NON-Compliance 1st Violation Tobacco

Received, thank you, Joe.

I will submit Mad Ave. Quik Shop's assertion of its affirmative defense to City Council for approval on March 19. This will negate the need for a public hearing.

Let me know if you have any questions.

Logan

Logan S. Brundage



Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: (515) 246-0331 | **Fax:** (515) 243-2149

[VCard](#) | [Email](#) | [Bio](#) | [Firm Website](#) |

From: Joe Damerval <joedamerval.ged@gmail.com>
Sent: Tuesday, February 27, 2024 3:30 PM
To: Logan Brundage <lbrundage@ahlerslaw.com>
Subject: MAD Ave Quik Shop- Ottumwa, Iowa NON-Compliance 1st Violation Tobacco

Hello Logan,

I, Joseph D Damerval (owner of MAD Ave Quik Shop), would like to use my 1 time in 4 years for affirmative defense against the civil penalty of the Tobacco Compliance check that took place on February 2, 2024 with my employee Ariana Tobeck. Ariana Tobeck has been recertified for I-Pact and I-Pledge. Hopefully we have taken the corrective steps to prevent this from happening again.

Thank you,

Joe Damerval
Owner
MAD Ave Quik Shop
405 South Madison Ave
Ottumwa, IA 52501
Cell- 641-777-7549



Certificate of Completion

Awarded to:

Ariana M Tobeck

For completion of:

Iowa Pledge Retailer Training Program

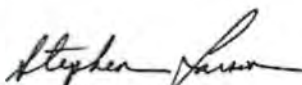
Date of completion: Mar 15, 2023

Expires on: Mar 15, 2025

Certificate No: 184056

Thank you for participating in the Iowa Pledge Retailer Training Program and for partnering with the Iowa Alcoholic Beverages Division to not sell tobacco products to Iowa's kids.

State of Iowa
Alcoholic Beverages Division
1918 SE Hulsizer Road,
Ankeny, IA 50021


Stephen Larson
Administrator

**CITY OF OTTUMWA
NOTICE OF HEARING
1ST VIOLATION**

February 15, 2024

MAD JUSTUS LLC
d/b/a MAD Ave Quik Shop
233 W. Alta Vista Avenue
Ottumwa, Iowa 52501

RE: MAD Ave Quik Shop
405 S. Madison Avenue
Ottumwa, Iowa 52501

To Whom It May Concern:

On February 2, 2024, the Ottumwa Police Department conducted compliance checks of local tobacco retailers to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product to a nineteen-year-old, specifically a vapor product; the employee was issued a citation for the violation; and the employee subsequently pled guilty to the charge. Upon review, I find that this is the first violation against your business for selling tobacco to an underage person within two years. Section 453A.22(2)(a) of the Iowa Code requires that the City assess a civil penalty against a retailer in the amount of \$300.00 for the first violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council on the alleged complaint. The hearing is set for **5:30 PM on Tuesday, March 19, 2024**, at the Bridge View Center, located at 102 Church Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300 civil penalty.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to Assistant City Attorney Logan S. Brundage, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than **March 12, 2024**. With this Acknowledgment / Settlement Agreement, you must include a check in the amount of \$300, made payable to the "City

of Ottumwa". This will satisfy the penalty for a first violation under Iowa Code section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 246-0331, or if you have obtained representation by an attorney in this matter, he/she should contact me.



Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
(515) 243-7611
(515) 243-2149 (fax)
lbrundage@ahlerslaw.com

**CITY OF OTTUMWA
HEARING COMPLAINT
1ST VIOLATION**

IN RE:

MAD Ave Quik Shop
405 S. Madison Avenue
Ottumwa, Iowa 52501

MAD JUSTUS LLC
d/b/a MAD Ave Quik Shop
233 W. Alta Vista Avenue
Ottumwa, Iowa 52501

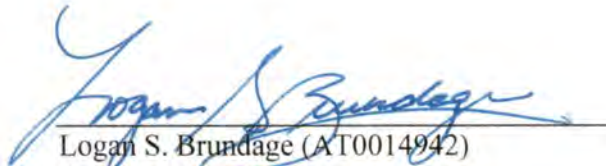
HEARING COMPLAINT

The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”
2. Iowa Code section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of three hundred dollars (\$300.00) for a first violation of Iowa Code section 453A.2(1).
3. On or about February 2, 2024, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or

cigarettes to a person under twenty-one years of age. A copy of the citation and criminal conviction is attached and incorporated herein.

4. Therefore, in accordance with Iowa law, the City of Ottumwa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of three hundred dollars (\$300.00) against MAD JUSTUS LLC, d/b/a MAD Ave Quik Shop.



Logan S. Brundage (AT0014942)
Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
(515) 243-7611
(515) 243-2149 (fax)
lbrundage@ahlerslaw.com
ATTORNEY FOR CITY OF OTTUMWA

IOWA POLICE CITATION AND COMPLAINT

OTTUMWA POLICE DEPARTMENT

202400342

No 33906

STATE OF IOWA
COUNTY OF WAPELLO
CITY OF OTTUMWA
IN THE COURT AT

WAPELLO CO. COURTHOUSE
MAGISTRATE COURT, 101 W. FOURTH

State of Iowa-Plaintiff vs. A Municipality, Plaintiff vs.

NAME: Tobek Ariana Marie
Defendant, Last First Middle

ADDRESS: [REDACTED]
Street

CITY: Ottumwa STATE: IA ZIP: 52501

SS/DL # [REDACTED] I C I IA
Type State

DOB [REDACTED] W F 5-03 165
Mo Day Year Race Sex Ht Wt

The undersigned states that on or about 02/02/24 at 4:25 a.m. p.m.
defendant did unlawfully:

PROVIDING TOBACCO TO
A UNDER AGE PERSON

LOCATION OF OFFENSE 405 S Madison (Mad Ave Queen Sky)

IN VIOLATION OF: 2023 CODE OF IOWA, SECTION 453A.201
LOCAL ORDINANCE:

REPORT TO THE ABOVE NAMED COURT ON 02/09/24 at 9:00 a.m. p.m.

DATED: 02/02/24 [Signature] I.D. No. 1157
Mo Day Year Complainant Signature

I PROMISE TO APPEAR IN SAID COURT AT SAID TIME AND PLACE.
X [Signature]
Signature of Defendant

Complainant Signature [Signature]

Subscribed and sworn to before me by JEFF WILLIAMS
OTTUMWA this 5th day of FEB, 20 24.

Judge Magistrate [Signature] Clerk District Court
Notary

805.5 Failure to appear. Any person who willfully fails to appear in court as specified by the citation shall be guilty of a simple misdemeanor and upon conviction shall be punished by a fine of not more than one hundred dollars or by imprisonment in the county jail not exceeding 30 days or by both such fine and imprisonment.

ABSTRACT OF COURT RECORD

COURT NO. _____ CASE NO. _____

DOCKET NO. _____ PAGE NO. _____

FORFEIT BOND BAIL CASH DEPOSIT _____

| | | |
|-------------------------------------|-------------------------------------|-------------------------------------|
| | PLEA | VERDICT |
| JURY TRIAL <input type="checkbox"/> | <input type="checkbox"/> GUILTY | <input type="checkbox"/> GUILTY |
| | <input type="checkbox"/> NOT GUILTY | <input type="checkbox"/> NOT GUILTY |
| | | <input type="checkbox"/> DISMISSED |

NO JURY TRIAL
Or PROCEEDING

OTHER DISPOSITION _____

The Court Therefore Enters the Following Order This Date _____ / _____ / _____
MO. DAY YR.

FINED \$ _____ Surcharge _____ Cost \$ _____

Incarceration in _____
_____ Days

DATE: _____ Continued to: _____ REASON: _____

DATE: _____ Continued to: _____ REASON: _____

DATE: _____ WARRANT ISSUED: _____

TESTIMONY - JUDGES NOTES: (Other Orders)

Date Signature of person giving Bail Signature of person taking bail

OFFICER'S NOTES:

WITNESSES:

IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY

THE STATE OF IOWA
(or)
(CITY OF OTTUMWA)

Before Magistrate _____
Criminal Number _____

vs.
Defendant: **Ariana Marie Tobeck**
Address:
[Redacted] Ottumwa, Ia 52501

Ottumwa Police Case #: OP2024000342

COMPLAINT AND AFFIDAVIT

The defendant is accused of the crime of Employee Sell Tobacco/Vape/Cigarettes to Person Under 21
in violation of section 453A.2(1) of the Iowa Criminal Code/2017 or section _____
of the City of Ottumwa Code in that the Defendant on or about the 2nd day of February, 2024
at approximately 4:20pm at 405 S Madison (Mad Ave Quick Shop), Ottumwa, Ia 52501
in Wapello County, did commit the act of Employee Sell Tobacco/Vape/Cigarettes to Person Under 21

THEREFORE, Complainant requests that said Defendant, subject to bail or conditions of release where applicable,
(1) be arrested or that other lawful steps be taken to obtain Defendants appearance in court; or
(2) be detained, if already in custody, pending further proceedings;
and that said Defendant otherwise be dealt with according to law.

Complainant _____
Signature of Complainant

STATE OF IOWA, County of **WAPELLO** ss., Ariana Marie Tobeck

AFFIDAVIT

I, the undersigned, being duly sworn, state that the following facts known by me or told to me by other reliable persons form the basis for my belief that the Defendant committed this crime.

The above defendant was an employee at the listed business. Officers sent an underage person(19 yoa) into the establishment to attempt to purchase a tobacco/vape/cigarette product. The underage person entered the establishment and asked to purchase a vape product. The above defendant sold a Vuse Alto Menthol 5% 2 pack pods to the underage person . The above defendant admits the action to officers after the underage person left the store and returned to officers. The above defendant has been charged and released on police citation.

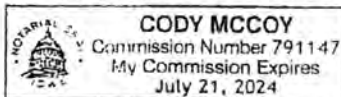
Simple Misdemeanor / Released on Citation

Victim:
Witness 1:
Witness 2:

Signature of Affiant
Signature of Notary

Subscribed and sworn to before me by the person(s) signing this Complaint and Affidavit on this the 5th day of February, 2024

Complaint and affidavit(s) filed and probable cause found that the defendant committed the offense charged.



Magistrate _____

Iowa Courts Online
Electronic Docket
Record Search

[Search Results](#)
[Back](#)

Print All Pages

[Help](#)
[Home](#)
[New Search](#)

Trial Court Case Details

[\[Summary\]](#) [Parties](#) [\[Long Title\]](#) [\[Filings\]](#) [Property/Lis Pendens](#) [\[Criminal Charges/Disposition\]](#) [Judgments](#)
[Exhibits](#) [\[Financial\]](#) [\[Bonds\]](#) [Service Returns](#) [Traffic Details](#) *Links in this section without | are for registered users only [Register Now](#)*

Summary

Title: STATE OF IOWA VS TOBECK, ARIANA MARIE
Case: 08901 SMSM049448 (WAPELLO)

EDMS

Originating County **Created**

WAPELLO 02/05/2024

Disposition Status **Disposition Date** **Reopened Date** **Microfilm Ref**

GUILTY 02/09/2024
PLEA/DEFAULT

Charges Speedy Trial:

| <u>Count</u> | <u>Original Charge</u> | <u>Offense Date</u> | <u>Charge Class</u> | <u>Adjudication</u> | <u>Adjudication Charge</u> | <u>Adjudication Class</u> |
|---------------------|--|----------------------------|----------------------------|--------------------------------|--|----------------------------------|
| 01 | PROVIDING TOBACCO TO A PERSON UNDER 21-1ST OFFENSE | 02/02/2024 | SIMPLE MISDEMEANOR | GUILTY - NEGOTIATED/VOLUN PLEA | PROVIDING TOBACCO TO A PERSON UNDER 21-1ST OFFENSE | SIMPLE MISDEMEANOR |

CN=John Q Public,O=JUDICIAL

[Logon](#) [Register](#)

For exclusive use by the Iowa Courts
© State of Iowa, All Rights Reserved

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT
1ST VIOLATION**

IN RE:

MAD Ave Quik Shop
405 S. Madison Avenue
Ottumwa, Iowa 52501

MAD JUSTUS LLC
d/b/a MAD Ave Quik Shop
233 W. Alta Vista Avenue
Ottumwa, Iowa 52501

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT**

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation on February 2, 2024, will count as an official "First Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) have enclosed a check for the amount of \$300.00 made payable to the City of Ottumwa, Iowa to settle the above- referenced complaint. I (We) understand that in order to conclude this matter the City Council of the City of Ottumwa must approve this settlement agreement.

PERMITTEE

CITY OF OTTUMWA

Signature

Signature

Title

Title

Date

Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300 check made payable to the "City of Ottumwa", should be returned to:

**Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309**

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: MAD AVE Quik Shop
Physical location address: 405 S. Madison Ave. City: Ottumwa ZIP: 52501
Mailing address: 233 W. Alta Vista Ave City: Ottumwa State: IA ZIP: 52501
Business phone number: 641-682-9298

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP MAD JUSTUS LLC
Mailing address: 233 W. Alta Vista Ave City: Ottumwa State: IA ZIP: 52501
Phone number: 641-777-7549 Fax number: N/A Email: joedamerval.ged@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Joseph D. Damerval Name (please print): _____
Signature: [Signature] Signature: _____
Date: 06/13/2023 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: 100.00 *~~100.00~~
- Fill in the date the permit was approved by the council or board: 6-20-2023
- Fill in the permit number issued by the city/county: 2341-2024
- Fill in the name of the city or county issuing the permit: Ottumwa
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
• Email: iapledge@iowaabd.com
• Fax: 515-281-7375

**STATE OF IOWA
RETAIL
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 2341-2024

*In accordance with laws of the state of Iowa, and the action of
the City Council of Ottumwa, Iowa
(City)*

Business Location Name: MAD Ave Quik Shop

Business Location Address: 405 S. Madison Ave.

Ottumwa, IA 52501

Ownership Type: LLC

Legal Owner Name: MAD JuSTus LLC

Legal Owner Mailing Address: 233 W. Alta Vista Ave.

Ottumwa, IA 52501

Type of Sales: Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products
at the business location address above*

in the City of Ottumwa County of Wapello, Iowa.

This permit is nontransferable, is effective from July 1, 20 23 and

automatically expires on June 30, 2024, unless suspended or revoked.



In Testimony Whereof, I have caused the seal of the said

City to be hereunto affixed. Done at Ottumwa,

in the State of Iowa, this 20th day of June, 20 23.

Issued By: Christina Reinhard, City Clerk

City Mayor or Clerk

Christina Reinhard CMC

received
3-14-24 8AM

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Christina Reinhard

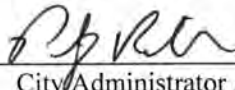
Prepared By



Police

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and U.S. Smoke Shop #1.

Public hearing required if this box is checked.

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgment/Settlement Agreement 1st Violation with U.S. Smoke Shop #1 at 610 Church Street.

DISCUSSION: On February 2, 2024, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

U.S. Smoke Shop #1
610 Church Street
Ottumwa, Iowa

The above-captioned permit holder committed a violation of Iowa Code Section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

cigarettes to any person under the twenty-one years of age and that this was a first violation of this statute. The above captioned permit holder shall remit three hundred dollars (\$300) to the City on or before April 18, 2024 (30 days from the date of this Order). This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1). The City Council shall authorize the Mayor to sign the order assessing penalty - 1st Violation.

**ORDER ACCEPTING ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT
1st VIOLATION**

IN RE:

U.S. Smoke Shop #1
610 Church Street
Ottumwa, Iowa 52501

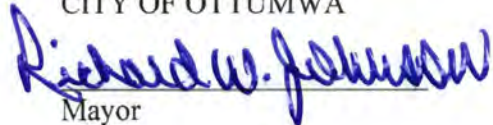
**ORDER ACCEPTING
ACKNOWLEDGMENT/
SETTLEMENT
AGREEMENT**

ON this 19th day of March, 2024, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment/ Settlement Agreement between the above captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS that the above captioned permittee has remitted to the City of Ottumwa a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

CITY OF OTTUMWA


Mayor

ATTEST:


City Clerk



**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT
1ST VIOLATION**

IN RE:

U.S. Smoke Shop #1
610 Church Street
Ottumwa, Iowa 52501

Iowa 2011, LLC
d/b/a U.S. Smoke Shop #1
2000 Wiley Blvd., Ste. 106
Cedar Rapids, Iowa 52404

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT**

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation on February 2, 2024, will count as an official "First Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) have enclosed a check for the amount of \$300.00 made payable to the City of Ottumwa, Iowa to settle the above- referenced complaint. I (We) understand that in order to conclude this matter the City Council of the City of Ottumwa must approve this settlement agreement.

PERMITTEE

Signature

Title

Date

CITY OF OTTUMWA

Signature

Title

Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300 check made payable to the “City of Ottumwa”, should be returned to:

**Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309**



Sales Receipt

| | |
|-----------|----------|
| Date | Sale No. |
| 3/15/2024 | 96748 |

| |
|---|
| Sold To |
| US Smoke Shop No.1 610 Church St. Ottumwa, IA 52501 |

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

| Check No. | Payment Method | Project |
|-----------|----------------|---------|
| 1436 | Check | |

| Item | Description | Amount |
|--------------|--|--------|
| 001-110-4765 | 1st Violation 2/2/24 - Tobacco Penalty | 300.00 |

| | | |
|--|--------------|----------|
| | Total | \$300.00 |
|--|--------------|----------|

Phone: 641.683.0600
Fax: 641.683.0613
www.cityofottumwa.com

IOWA 2011 LLC
DBA US SMOKE SHOP #1

610 CHURCH ST
OTTUMWA, IA 52501

1436

72-1428/739
28

DATE 03-07-24

CHECK ARMOR
FRAUD PROTECTION

PAY
TO THE
ORDER OF

City of Ottumwa

\$ 300-00

Three hundred dollars

DOLLARS



Photo
Safe
Deposit®
Details on back



COMMUNITY SAVINGS BANK

101 East Union • Edgewood, IA 52042
www.csbiowa.com • 800.828.2318

FOR

Richard Khan

MP

**CITY OF OTTUMWA
NOTICE OF HEARING
1ST VIOLATION**

February 15, 2024

Iowa 2011, LLC
d/b/a U.S. Smoke Shop #1
2000 Wiley Blvd., Ste. 106
Cedar Rapids, Iowa 52404

RE: U.S. Smoke Shop #1
610 Church Street
Ottumwa, Iowa 52501

To Whom It May Concern:

On February 2, 2024, the Ottumwa Police Department conducted compliance checks of local tobacco retailers to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product to a nineteen-year-old, specifically a vapor product; the employee was issued a citation for the violation; and the employee subsequently pled guilty to the charge. Upon review, I find that this is the first violation against your business for selling tobacco to an underage person. Section 453A.22(2)(a) of the Iowa Code requires that the City assess a civil penalty against a retailer in the amount of \$300.00 for the first violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

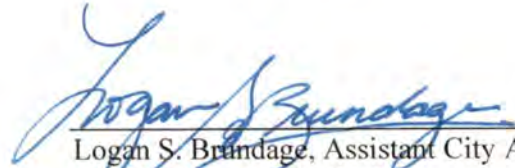
Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council on the alleged complaint. The hearing is set for **5:30 PM on Tuesday, March 19, 2024**, at the Bridge View Center, located at 102 Church Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300 civil penalty.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to Assistant City Attorney Logan S. Brundage, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than **March 12, 2024**. With this Acknowledgment / Settlement Agreement, you must include a check in the amount of \$300, made payable to the "City

of Ottumwa". This will satisfy the penalty for a first violation under Iowa Code section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 246-0331, or if you have obtained representation by an attorney in this matter, he/she should contact me.



Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
(515) 243-7611
(515) 243-2149 (fax)
lbrundage@ahlerslaw.com

**CITY OF OTTUMWA
HEARING COMPLAINT
1ST VIOLATION**

IN RE:

U.S. Smoke Shop #1
610 Church Street
Ottumwa, Iowa 52501

Iowa 2011, LLC
d/b/a U.S. Smoke Shop #1
2000 Wiley Blvd., Ste. 106
Cedar Rapids, Iowa 52404

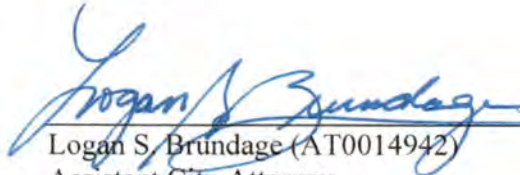
HEARING COMPLAINT

The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”
2. Iowa Code section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of three hundred dollars (\$300.00) for a first violation of Iowa Code section 453A.2(1).
3. On or about February 2, 2024, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or

cigarettes to a person under twenty-one years of age. A copy of the citation and criminal conviction is attached and incorporated herein.

4. Therefore, in accordance with Iowa law, the City of Ottumwa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of three hundred dollars (\$300.00) against Iowa 2011, LLC, d/b/a U.S. Smoke Shop #1.



Logan S. Brundage (AT0014942)
Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
(515) 243-7611
(515) 243-2149 (fax)
lbrundage@ahlerslaw.com
ATTORNEY FOR CITY OF OTTUMWA

IOWA POLICE CITATION AND COMPLAINT

OTTUMWA POLICE DEPARTMENT

STATE OF IOWA
COUNTY OF WAPELLO
CITY OF OTTUMWA
IN THE COURT AT

202400343

No 33907

WAPELLO CO. COURTHOUSE
MAGISTRATE COURT, 101 W. FOURTH

State of Iowa-Plaintiff vs. A Municipality, Plaintiff vs.

NAME: BUTT KASHAF WASEEM
Defendant, Last First Middle

ADDRESS: [Redacted] Street

CITY: OTTUMWA STATE: IA ZIP: 52501

SS/DL # [Redacted] Type 1 SOUTH AFRICA State

DOB [Redacted] M 510 160
Mo. Day Year Race Sex Ht. Wt.

The undersigned states that on or about 02/02/24 at 5:03 p.m.
defendant did unlawfully: a.m. p.m.

COMMIT THE CRIME OF
PROVIDING TOBACCO PRODUCTS
TO A UNDER AGE PERSON

LOCATION OF OFFENSE 610 CENRCH ST.

IN VIOLATION OF: 2023 CODE OF IOWA, SECTION LOCAL ORDINANCE: 453A.2(1)

REPORT TO THE ABOVE NAMED COURT ON 02/09/24 at 9:00 a.m. p.m.
DATED: 02/02/24 [Signature] 1157
Mo. Day Year Complainant Signature I.D. No.

I PROMISE TO APPEAR IN SAID COURT AT SAID TIME AND PLACE.

[Signature] Signature of Defendant

Complainant Signature [Signature]

Subscribed and sworn to before me by JEFF WILLIAMS

OTTUMWA this 5th day of FEB, 2024

Judge Magistrate Notary Clerk District Court

805.5 Failure to appear. Any person who willfully fails to appear in court as specified by the citation shall be guilty of a simple misdemeanor and upon conviction shall be punished by a fine of not more than one hundred dollars or by imprisonment in the county (all not exceeding 30 days or by both such fine and imprisonment.

ABSTRACT OF COURT RECORD

COURT NO. _____ CASE NO. _____

DOCKET NO. _____ PAGE NO. _____

FORFEIT BOND BAIL CASH DEPOSIT _____

| | | |
|--|-------------------------------------|-------------------------------------|
| | PLEA | VERDICT |
| <input checked="" type="checkbox"/> JURY TRIAL | <input type="checkbox"/> GUILTY | <input type="checkbox"/> GUILTY |
| | <input type="checkbox"/> NOT GUILTY | <input type="checkbox"/> NOT GUILTY |
| | | <input type="checkbox"/> DISMISSED |

NO JURY TRIAL
Or PROCEEDING

OTHER DISPOSITION _____

The Court Therefore Enters the Following Order This Date _____
MO. DAY YR.

FINED \$ _____ Surcharge _____ Cost \$ _____

Incarceration in _____
Days _____

DATE: _____ Continued to: _____ REASON: _____

DATE: _____ Continued to: _____ REASON: _____

DATE: _____ WARRANT ISSUED: _____

TESTIMONY - JUDGES NOTES: (Other Orders)

Date Signature of person giving bail Signature of person taking bail

OFFICER'S NOTES:

WITNESSES:

IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY

THE STATE OF IOWA
(or)
(CITY OF OTTUMWA)

Before Magistrate _____

Criminal Number _____

vs.

Ottumwa Police Case #: OP2024000343

Defendant: **Kashaf Waseem Butt**

Address:

Ia 52501

COMPLAINT AND AFFIDAVIT

The defendant is accused of the crime of Employee Sell Tobacco/Vape/Cigarettes to Person Under 21 in violation of section 453A.2(1) of the Iowa Criminal Code/2017 or section _____ of the City of Ottumwa Code in that the Defendant on or about the 2nd day of February, 20 24 at approximately 5:03pm at 610 Church St (US Smoke Shop), Ottumwa, Ia in Wapello County, did commit the unlawful act of Employee Sell Tobacco/Vape/Cigarettes to person under 2

WHEREFORE, Complainant requests that said Defendant, subject to bail or conditions of release where applicable, (1) be arrested or that other lawful steps be taken to obtain Defendants appearance in court; or (2) be detained, if already in custody, pending further proceedings; and that said Defendant otherwise be dealt with according to law.

Complainant _____


Signature of Complainant

STATE OF IOWA, County of **WAPELLO** ss.,

Kashaf Waseem Butt

AFFIDAVIT

I, the undersigned, being duly sworn, state that the following facts known by me or told to me by other reliable persons form the basis for my belief that the Defendant committed this crime.

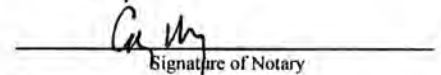
The above defendant was an employee at the listed business. Officers sent an underage person(19 yoa) into the establishment to attempt to purchase a tobacco/vape/cigarette product. The underage person entered the establishment and asked to purchase a vape product. The above defendant sold a Mr. Fog vape for \$16.00 to the underage person without checking her identification. The above defendant admits the action to officers after the underage person left the store and returned to officers. The above defendant has been charged and released on police citation.

Simple Misdemeanor / Released on Citation

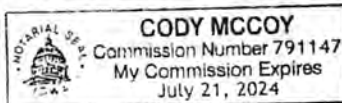
Victim:
Witness 1:
Witness 2:


Signature of Affiant

Subscribed and sworn to before me by the person(s) signing this Complaint and Affidavit on this the **5th** day of **February**, 20 **24**


Signature of Notary

Complaint and affidavit(s) filed and probable cause found that the defendant committed the offense charged.



Magistrate

Iowa Courts Online
Electronic Docket
Record Search

[Search Results](#)
[Back](#)

[Print All Pages](#)

[Help](#)
[Home](#)
[New Search](#)

Trial Court Case Details

[\[Summary\]](#) [\[Parties\]](#) [\[Long Title\]](#) [\[Filings\]](#) [Property/Lis Pendens](#) [\[Criminal Charges/Disposition\]](#) [Judgments](#)
[\[Exhibits\]](#) [\[Financial\]](#) [\[Bonds\]](#) [Service Returns](#) [Traffic Details](#) *Links in this section without | are for registered users only [Register Now](#)*

Summary

Title: STATE VS BUTT, KASHAF W
Case: 08901 SMSM049458 (WAPELLO)

EDMS

Originating County

Created

WAPELLO

02/05/2024

Disposition Status

Disposition Date

Reopened Date

Microfilm Ref

GUILTY
PLEA/DEFAULT

02/09/2024

Charges Speedy Trial:

| <u>Count</u> | <u>Original Charge</u> | <u>Offense Date</u> | <u>Charge Class</u> | <u>Adjudication</u> | <u>Adjudication Charge</u> | <u>Adjudication Class</u> |
|---------------------|---|----------------------------|----------------------------|--------------------------------|---|----------------------------------|
| 01 | EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF | 02/02/2024 | SCHEDULED VIOLATION | GUILTY - NEGOTIATED/VOLUN PLEA | EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF | SCHEDULED VIOLATION |

CN=John Q Public,O=JUDICIAL

[Logon](#) [Register](#)

For exclusive use by the Iowa Courts
© State of Iowa, All Rights Reserved

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT
1ST VIOLATION**

IN RE:

U.S. Smoke Shop #1
610 Church Street
Ottumwa, Iowa 52501

Iowa 2011, LLC
d/b/a U.S. Smoke Shop #1
2000 Wiley Blvd., Ste. 106
Cedar Rapids, Iowa 52404

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT**

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation on February 2, 2024, will count as an official "First Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) have enclosed a check for the amount of \$300.00 made payable to the City of Ottumwa, Iowa to settle the above- referenced complaint. I (We) understand that in order to conclude this matter the City Council of the City of Ottumwa must approve this settlement agreement.

PERMITTEE

CITY OF OTTUMWA

Signature

Signature

Title

Title

Date

Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300 check made payable to the “City of Ottumwa”, should be returned to:

**Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309**

**STATE OF IOWA
RETAIL
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 5475-2024

*In accordance with laws of the state of Iowa, and the action of
the City Council of Ottumwa, Iowa
(City)*

Business Location Name: US Smoke Shop No. 1

Business Location Address: 610 Church St.

Ottumwa, IA 52501

Ownership Type: LLC

Legal Owner Name: Iowa 2011, LLC

Legal Owner Mailing Address: 2000 Wiley Blvd. SW Ste. 106

Cedar Rapids, IA 52404

Type of Sales: Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products
at the business location address above*

in the City of Ottumwa County of Wapello, Iowa.

*This permit is nontransferable, is effective from October 1, 20 23 and
automatically expires on June 30, 2024, unless suspended or revoked.*

In Testimony Whereof, I have caused the seal of the said

City to be hereunto affixed. Done at Ottumwa,

in the State of Iowa, this 4th day of October, 20 23.

Issued By: Christina Reinhard, City Clerk
City Mayor or Clerk



This copy to be posted by the retailer where the sale is to be made in plain view of the public.

Instructions on the reverse side

For period (MM/DD/YYYY) 10 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: US SMOKE SHOP #1
Physical location address: 610 Church St City: OTTUMWA ZIP: 52501
Mailing address: 2000 Wiley Blvd SW City: CR State: IA ZIP: 52404
Business phone number: 319-229-4300

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP IOWA 2011 LLC
Mailing address: 2000 Wiley Blvd SW City: CR State: IA ZIP: 52404
Phone number: 319-229-4300 Fax number: _____ Email: updown786.a@hotmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): RASHAD KHAN Name (please print): _____
Signature: [Signature] Signature: _____
Date: 9-14-23 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 75.00
- Fill in the date the permit was approved by the council or board: 10/3/2023
- Fill in the permit number issued by the city/county: 5475
- Fill in the name of the city or county issuing the permit: Ottumwa
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

received
3-14-24 8AM

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Christina Reinhard 
Prepared By

Police
Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Ross Tobacco Shop.

Public hearing required if this box is checked.

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgment/Settlement Agreement 2nd Violation with Ross Tobacco Shop at 129 E. Second Street.

DISCUSSION: On February 2, 2024, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

Ross Tobacco Shop
129 East Second Street
Ottumwa, Iowa

The above-captioned permit holder committed a violation of Iowa Code Section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

cigarettes to any person under the twenty-one years of age. The violation occurred on February 2, 2024 and will count as an official "Second Violation " of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22.

On this 19th day of March 2024, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment/Settlement Agreement between the above captioned permittee and the City of Ottumwa.

It is therefore ordered that, pursuant to the Agreement, a civil penalty of a one thousand, five hundred dollar (\$1,500) fine be accepted for a violation that occurred on or about February 2, 2024. This sanction will count as a second violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(b).

ORDER ASSESSING PENALTY 2nd VIOLATION

IN RE:
Ross Tobacco Shop, LLC
129 E. Second
Ottumwa, Iowa 52501

**ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT**

On this 19th day of March, 2024, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above-captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS the above-captioned permit holder committed a violation of Iowa Code section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age and that this was a second violation within a period of two years of this statute.

IT IS THEREFORE ORDERED, that the above-captioned permit holder either remit one thousand five hundred dollars (\$1,500.00) to the city on or before April 19, 2024 (30 days from the date of this Order) or agree to a suspension of the retailer's permit for a period of thirty days. This sanction is consistent with Iowa Code section 453A.22(2)(b) for a second violation of Iowa Code section 453A.2(1).

CITY OF OTTUMWA

Richard W. Johnson
Mayor

ATTEST:

Christina Reinhard
City Clerk

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT
2nd VIOLATION**

IN RE:

Ross Tobacco Shop, LLC
129 E. Second
Ottumwa, Iowa 52501

Attn: Ramzy Abdel-Gadir
Ross Tobacco Shop LLC
2101 Forrest Avenue
Des Moines, Iowa 50311

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT**

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation that occurred on February 2, 2024 will count as an official "Second Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) understand that the penalty for this second violation is a \$1,500.00 fine or a suspension of my (our) cigarette/tobacco/nicotine/vapor permit for 30 days, beginning on the date that will be specified in the official City of Ottumwa order that I will receive. I (We) understand that in order to conclude this matter the City Council of the City of Ottumwa must approve this settlement agreement.

PERMITTEE

Ramzy ABDLGADIR
Signature

Owner
Title

03 08-24
Date

CITY OF OTTUMWA

Kristina Stone
Signature

City Attorney
Title

March 13, 2024
Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

515 708-4275

In accordance with Iowa Code section 453A.22(2)(b), the above-captioned permittee chooses the following penalty:

- \$1,500 fine
- 30-day cigarette/tobacco/nicotine/vapor permit suspension

If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$1,500.00 made payable to the "City of Ottumwa" (if choice of penalty is the fine), should be returned to:

**Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309**

**CITY OF OTTUMWA
NOTICE OF HEARING
2nd VIOLATION**

February 15, 2024

Attn: Ramzy Abdel-Gadir
Ross Tobacco Shop LLC
2101 Forrest Avenue
Des Moines, Iowa 50311

RE: Ross Tobacco Shop LLC
129 E. 2nd Street
Ottumwa, Iowa 52501

To Whom It May Concern:

On February 2, 2024, the Ottumwa Police Department conducted compliance checks of local tobacco retailers to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product, specifically a vapor product, to a nineteen-year-old; the employee was issued a citation for the violation; and the employee subsequently pled guilty to the charge. Upon review, I find that this is the second violation against your business for selling tobacco products to an underage person within a period of two years. Iowa Code Section 453A.22(2)(b) requires that the City either assess a civil penalty against a retailer in the amount of \$1,500.00 or impose a 30-day tobacco permit suspension for the second violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council on the alleged complaint. The hearing is set for **5:30 PM on Tuesday, March 19, 2024**, at the Bridge View Center, located at 102 Church Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

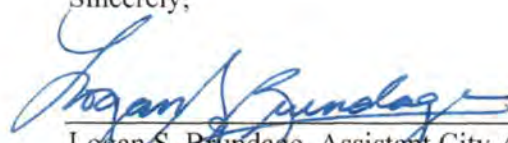
If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the available penalties of either a \$1,500.00 civil penalty or a 30-day tobacco permit suspension.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to Assistant City Attorney Logan Brundage, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than **March 12, 2024**. With this Acknowledgment / Settlement Agreement, you must select your preferred penalty, and, if a \$1,500.00 civil penalty, include a

check for that amount, made payable to the "City of Ottumwa". Accepting and abiding by the terms of the Acknowledgement / Settlement Agreement will satisfy the penalty for a second violation under Iowa Code section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 246-0331, or if you have obtained representation by an attorney in this matter, they should contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Logan S. Brundage", is written over a horizontal line.

Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
(515) 243-7611
(515) 243-2149 (fax)
lbrundage@ahlerslaw.com

**CITY OF OTTUMWA
HEARING COMPLAINT
2nd VIOLATION**

IN RE:

Ross Tobacco Shop, LLC
129 E. Second
Ottumwa, Iowa 52501

Attn: Ramzy Abdel-Gadir
Ross Tobacco Shop LLC
2101 Forrest Avenue
Des Moines, Iowa 50311

HEARING COMPLAINT

The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”

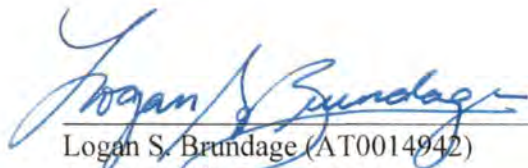
2. Iowa Code section 453A.22(2)(b) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of a one thousand, five hundred dollars (\$1,500.00) fine or a thirty-day cigarette permit suspension for a second violation of Iowa Code section 453A.2(1) within two years.

3. On or about February 2, 2024, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or

cigarettes to a person under twenty-one years of age. A copy of the Compliance Check and Criminal Conviction is attached and incorporated herein.

4. On February 1, 2023, the permit holder or employee of the permit holder was charged with a violation of Iowa Code section 453A.2 and the defendant appeared and pled guilty on February 8, 2023, thus constituting a first violation of Iowa Code section 453A.2 within two years. The civil penalty was handled by the State of Iowa.

5. Therefore, in accordance with Iowa law, the City of Ottumwa, Iowa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of a one thousand, five hundred dollars (\$1,500.00) fine or impose a thirty-day tobacco permit suspension against Ross Tobacco Shop, LLC.



Logan S. Brundage (AT0014942)
Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
(515) 243-7611
(515) 243-2149 (fax)
lbrundage@ahlerslaw.com
ATTORNEY FOR CITY OF OTTUMWA

IOWA POLICE CITATION AND COMPLAINT

OTTUMWA POLICE DEPARTMENT

STATE OF IOWA
COUNTY OF WAPELLO
CITY OF OTTUMWA
IN THE COURT AT

CP2024000341

No 33905

WAPELLO CO. COURTHOUSE
MAGISTRATE COURT, 101 W. FOURTH

State of Iowa-Plaintiff vs. A Municipality, Plaintiff vs.

NAME: Zainal-Abidin Muhammad Al-Amin
Defendant, Last First Middle

ADDRESS: [REDACTED]
Street

CITY: Ottumwa STATE: IA ZIP: 52501

SS/DL # None / 1 / 0 / 1 / —
Type State

DOB [REDACTED] / M
Mo. Day Year Race Sex Ht. Wt.

The undersigned states that on or about 02/02/24 at 3:30 a.m.
defendant did unlawfully: p.m.

selling tobacco/vapor product to
person under age 21

LOCATION OF OFFENSE 129 E Second

IN VIOLATION OF: 453A2(1) CODE OF IOWA, SECTION _____
LOCAL ORDINANCE: _____

REPORT TO THE ABOVE NAMED COURT ON

02/05/24 at 9:00 a.m. p.m.

DATED: 02/02/24 Cody M. Coy 105
Mo. Day Year Complainant Signature I.D. No.

I PROMISE TO APPEAR IN SAID COURT AT SAID TIME AND PLACE.

[Signature]
Signature of Defendant

Complainant Signature X Cody M. Coy

Subscribed and sworn to before me by Cody M. Coy
this 5th day of February, 2024.

Judge Magistrate [Signature] Clerk District Court

805.5 Failure to appear. Any person who willfully fails to appear in court as specified by the citation shall be guilty of a simple misdemeanor and upon conviction shall be punished by a fine of not more than one hundred dollars or by imprisonment in the county jail not exceeding 30 days or by both such fine and imprisonment.

WHITE - COURT COPY

ABSTRACT OF COURT RECORD

COURT NO. _____ CASE NO. _____

DOCKET NO. _____ PAGE NO. _____

FORFEIT BOND BAIL CASH DEPOSIT _____

| | | |
|-------------------------------------|-------------------------------------|-------------------------------------|
| | PLEA | VERDICT |
| JURY TRIAL <input type="checkbox"/> | <input type="checkbox"/> GUILTY | <input type="checkbox"/> GUILTY |
| | <input type="checkbox"/> NOT GUILTY | <input type="checkbox"/> NOT GUILTY |
| | | <input type="checkbox"/> DISMISSED |

NO JURY TRIAL
Or PROCEEDING

OTHER DISPOSITION _____

The Court Therefore Enters the Following Order This Date _____ / _____ / _____
MO. DAY YR.

FINED \$ _____ Surcharge _____ Cost \$ _____

Incarceration in _____

_____ Days _____

DATE: _____ Continued to: _____ REASON: _____

DATE: _____ Continued to: _____ REASON: _____

DATE: _____ WARRANT ISSUED: _____

TESTIMONY - JUDGES NOTES: (Other Orders)

| | | |
|---------------|--|--|
| _____ Date | _____ Signature of person giving bail | _____ Signature of person taking bail |
|---------------|--|--|

OFFICER'S NOTES:

WITNESSES:

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY

THE STATE OF IOWA
(or)
(CITY OF OTTUMWA)

Before Magistrate _____
Criminal Number _____

vs.

Ottumwa Police Case #: OP2024000341

Defendant: **Zainal-Abidin, Muhammad Al-Amin**
Address:

Ottumwa, IA 52501

COMPLAINT AND AFFIDAVIT

The defendant is accused of the crime of Persons Under Legal Age.
in violation of section 453A.2(1) of the Iowa Criminal Code/2017 or section _____
of the City of Ottumwa Code in that the Defendant on or about the 2nd day of February, 20 24
at approximately 3:30 PM at Ross Tobacco Shop, 129 E. Second Street, Ottumwa, IA 52501
in Wapello County, did unlawfully commit the above offense.

THEREFORE, Complainant requests that said Defendant, subject to bail or conditions of release where applicable,
(1) be arrested or that other lawful steps be taken to obtain Defendants appearance in court; or
(2) be detained, if already in custody, pending further proceedings;
and that said Defendant otherwise be dealt with according to law.

Complainant Cay M
Signature of Complainant

STATE OF IOWA, County of **WAPELLO** ss., Zainal-Abidin, Muhammad Al-Amin **AFFIDAVIT**

I, the undersigned, being duly sworn, state that the following facts known by me or told to me by other reliable persons form the basis for my belief that the Defendant committed this crime.

A compliance check was conducted where an underage (19) female was utilized to attempt to purchase vapor products. The defendant asked for and checked the female's Iowa Driver's License, but still sold her a vapor product that is unlawful to sell to a person under the legal age of twenty-one.

****Simple Misdemeanor/Released on Police Citation.**

Victim: State of Iowa

Witness 1:

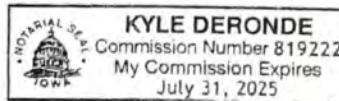
Witness 2:

Cay M
Signature of Affiant

Subscribed and sworn to before me by the person(s) signing this Complaint and Affidavit
on this the 5th day of February, 20 24

[Signature]
Signature of Notary

Complaint and affidavit(s) filed and probable cause found that the defendant committed the offense charged.



Magistrate

Iowa Courts Online Electronic Docket Record Search

[Search Results](#)
[Back](#)

[Help](#)
[Home](#)
[New Search](#)

Trial Court Case Details

[\[Summary\]](#) | [Parties](#) | [\[Long Title\]](#) | [\[Filings\]](#) | [Property/Lis Pendens](#) | [\[Criminal Charges/Disposition\]](#) | [Judgments](#)
[Exhibits](#) | [\[Financial\]](#) | [\[Bonds\]](#) | [Service Returns](#) | [Traffic Details](#)

Links in this section without | are for registered users only [Register Now](#)

Summary

Title: STATE OF IOWA VS ZAINAL ABIDIN, MUHAMMAD AL AMIN
Case: 08901 SMSM049449 (WAPELLO)

EDMS

Originating County

Created

WAPELLO

02/05/2024

Disposition Status

Disposition Date

Reopened Date

Microfilm Ref

GUILTY
PLEA/DEFAULT

02/09/2024

Charges Speedy Trial:

| <u>Count</u> | <u>Original Charge</u> | <u>Offense Date</u> | <u>Charge Class</u> | <u>Adjudication</u> | <u>Adjudication Charge</u> | <u>Adjudication Class</u> |
|--------------|--|---------------------|---------------------|--------------------------------|--|---------------------------|
| 01 | PROVIDING TOBACCO TO A PERSON UNDER 21-1ST OFFENSE | 02/02/2024 | SIMPLE MISDEMEANOR | GUILTY - NEGOTIATED/VOLUN PLEA | PROVIDING TOBACCO TO A PERSON UNDER 21-1ST OFFENSE | SIMPLE MISDEMEANOR |

CN=John Q Public,O=JUDICIAL

For exclusive use by the Iowa Courts
© State of Iowa, All Rights Reserved

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT
2nd VIOLATION**

IN RE:

Ross Tobacco Shop, LLC
129 E. Second
Ottumwa, Iowa 52501

Attn: Ramzy Abdel-Gadir
Ross Tobacco Shop LLC
2101 Forrest Avenue
Des Moines, Iowa 50311

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT**

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation that occurred on February 2, 2024 will count as an official "Second Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) understand that the penalty for this second violation is a \$1,500.00 fine or a suspension of my (our) cigarette/tobacco/nicotine/vapor permit for 30 days, beginning on the date that will be specified in the official City of Ottumwa order that I will receive. I (We) understand that in order to conclude this matter the City Council of the City of Ottumwa must approve this settlement agreement.

PERMITTEE

CITY OF OTTUMWA

Signature

Signature

Title

Title

Date

Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

In accordance with Iowa Code section 453A.22(2)(b), the above-captioned permittee chooses the following penalty:

- \$1,500 fine
- 30-day cigarette/tobacco/nicotine/vapor permit suspension

If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$1,500.00 made payable to the "City of Ottumwa" (if choice of penalty is the fine), should be returned to:

**Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309**

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Ross Tobacco Shop
Physical location address: 129 E 2nd ST City: Ottumwa ZIP: 52501
Mailing address: 129 E 2nd ST City: Ottumwa State: IA ZIP: 52501
Business phone number: 515 708-4275

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Ross Tobacco Shop, LLC
Mailing address: 129 E 2nd ST City: Ottumwa State: IA ZIP: 52501
Phone number: 515 708-4275 Fax number: _____ Email: _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Ramzy ABDLGADA Name (please print): _____
Signature: Ramzy Signature: _____
Date: 05-23-2023 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: 100.00
- Fill in the date the permit was approved by the council or board: 6/20/2023
- Fill in the permit number issued by the city/county: 4144-2024
- Fill in the name of the city or county issuing the permit: Ottumwa
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

STATE OF IOWA
RETAIL
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT

City Number 4144-2024

*In accordance with laws of the state of Iowa, and the action of
the City Council of Ottumwa, Iowa
(City)*

Business Location Name: Ross Tobacco Shop LLC

Business Location Address: 129 E. Second St.

Ottumwa, IA 52501

Ownership Type: LLC

Legal Owner Name: Ramzy Abdel-Gadir

Legal Owner Mailing Address: 2101 Forrest Ave

Des Moines, IA 50311

Type of Sales: Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products
at the business location address above*

in the City of Ottumwa County of Wapello, Iowa.

*This permit is nontransferable, is effective from July 1, 20 23 and
automatically expires on June 30, 2024, unless suspended or revoked.*



*In Testimony Whereof, I have caused the seal of the said
City to be hereunto affixed. Done at Ottumwa,*

in the State of Iowa, this 20th day of June, 20 23.

Issued By: Christina Reinhard, City Clerk

City Mayor or Clerk

Christina Reinhard CMC

This copy to be posted by the retailer where the sale is to be made in plain view of the public.

received
3-14-24 1145A

Item No. B.-8.

CITY OF OTTUMWA

Pulled - No Legislative Action

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 19, 2024

Phillip Burgmeier

Prepared By

Engineering Department
Department

Phillip Burgmeier *SB*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #75-2024. Approving the contract, bond, and certificate of insurance for the Sanitary Sewer Spot 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 #75-2024.

DISCUSSION: This project is to repair open joints and failed pipe in the sanitary sewer systems located at various locations within the City of Ottumwa. This work shall consist of all equipment, labor, and material necessary to perform trenchless repairs at these locations.

These are the required bonds, certificate of insurance and signed contract with CIT Sewer Solutions of McCallsburg, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 5, 2024 City Council Meeting in the amount of \$39,196.00.

Estimated Cost: \$40,000.00

Source of Funds: Sewer Fund 610-8-823-6499

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #75-2024

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE SANITARY SEWER SPOT REPAIR PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to CIT Sewer Solutions of McCallsburg, Iowa in the amount of \$39,196.00 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 CIT Sewer Solutions of McCallsburg, Iowa for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of March, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

received
3.14.24 830A

Item No. B.-9.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 19, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 76-2024 - A Resolution Updating the Authorized Signatories for Checks, Wire Transfers and Investment Purchases and Sales in Accordance with the City Investment Policy

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 76-2024

DISCUSSION: The resolution updates the individuals who are authorized to sign checks, make wire transfers. These individuals include the mayor, finance director, and city administrator. Additionally, the resolution updates the authorized positions which can make investment purchases and sales in accordance with the City's investment policy to the finance director and city administrator.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 76-2024

**RESOLUTION UPDATING THE AUTHORIZED SIGNATORIES FOR CHECKS,
WIRE TRANSFERS AND INVESTMENT PURCHASES AND SALES IN
ACCORDANCE WITH THE CITY INVESTMENT POLICY**

BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, the following individuals shall be authorized as signatories to sign checks and make wire transfers on behalf of the City of Ottumwa, Iowa.

| <u>Name</u> | <u>Title</u> |
|--------------------|---------------------|
| Richard W. Johnson | Mayor |
| Cole O' Donnell | Director of Finance |
| Philip Rath | City Administrator |

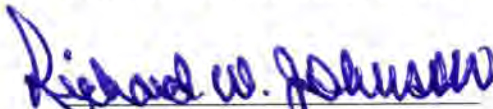
BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, the following individuals shall be authorized as a signatory to buy, sell, assign, and transfer securities and to execute any and all instruments necessary, proper and desirable for the purpose, in conformity with the Investment Policy for the City of Ottumwa, Iowa.

| <u>Name</u> | <u>Title</u> |
|-----------------|---------------------|
| Cole O' Donnell | Director of Finance |
| Philip Rath | City Administrator |

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

APPROVED, PASSED AND ADOPTED, this 19th day of March, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



GREATER
OTTUMWA

[PARTNERS IN PROGRESS]



OTTUMWA CITY COUNCIL

MARCH 19, 2024

STATE OF THE COMMUNITY

- Commercial Investment
- Housing Investment
- Business Expansion

COMMERCIAL INVESTMENT

November 2023 Commercial Growth \$134M

Added Investment:

\$3M – Competition Soccer Fields

\$150K – Mall Remodel

\$1M – RHCHC New Medical Clinic

New Growth Total: \$138.1M Ottumwa Commercial Growth



HOUSING INVESTMENT

November 2023 Housing Growth \$19.3M

Added Investment:

\$125K – New Single Family Home

\$75K – Renovations (not included in totals)

New Growth Total: \$19.4M Ottumwa Housing Growth



BUSINESS EXPANSION

November 2023 – March 2024

- **New Openings**
 - Bloom Pediatrics
 - Joe's Italian Restaurant
 - Pallister Brothers Bar and Taproom (Reopening)
- **Closures**
 - Mustard Seed Co.

Net 1% growth Jan 2023 - Current

GOPIP REPORT TO COUNCIL

- **Retail Development**
 - **Retail Strategies**
 - **Recruitment**
 - 20K LOI for Herberger's box
 - Waiting on second tenant
 - **Opportunities for Wildwood Plaza**

BUSINESS DISTRICTS

- **Church St.**
 - **Security cameras installed in parking lot**
 - **Identity**
 - **Securing buildings/businesses for public art**
- **West End/2nd St. Partnership**
 - **Business signage campaign**

HELGERSON FLATS

- **IEDA Site Certified – 77+ Acres**
 - **Beginning recertification of site**
- **IDOT**
 - **RISE Grant submitted, sending follow-up info**
- **Voluntary Annexation agreement approved by owners**



BUSINESS RECRUITMENT

- **Industrial**
 - **RFI completed agricultural manufacturer**
- **Medical**
 - **Tenancy for provider 10-15K sq ft.**
- **Retail**
 - **Communication with regional retail developer re: regional chain operation**

LEAN IN 2024

- **Increased Attendance over 2023**
 - **Post-event survey sent**
- **New Regional Sponsors added**
- **Men's Track added**



NEW DEVELOPMENTS

- **Business database completed – awaiting delivery to City**
- **Community marketing video near completion**
- **Riverfront development**
- **Alta Vista housing update**
- **Economic Development Foundation 501 (c)3**
 - **Non Profit Passthrough Availability**
- **Ribbon Cuttings now video**
- **Revolving interns with local schools**

QUESTIONS?



received
3-14-24 11Am

Item No. F.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 62-2024, a resolution approving the sale of city property at 119 N Ward to Michael and April Shikus for the sum of \$250.00



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



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

RECOMMENDATION: Pass and adopt Resolution No. 62-2024

DISCUSSION: Michael and April Shikus submitted an application to purchase the city-owned property at 119 N Ward. They have agreed to build a home on the property . A copy of the application is attached.

Source of Funds: 151-3-342-6499

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 62- 2024

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 119 N WARD STREET TO MICHAEL AND APRIL SHIKUS FOR THE SUM OF \$250.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as R S SMITH'S 3RD ADD LOT 22 BLK 10 (119 N WARD) of Ottumwa, Wapello County, Iowa, also known as 119 N Ward Street and

WHEREAS, pursuant to Resolution No. 61 – 2024 approved, passed and adopted March 5, 2024 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property; and

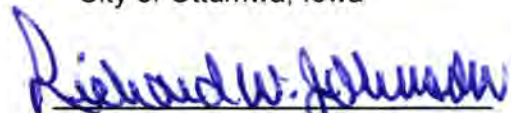
WHEREAS, Michael and April Shikus submitted an application to purchase the above property in the amount of \$250.00; and

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

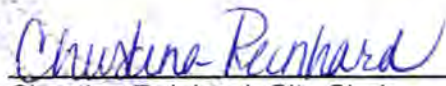
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the purchase price from Michael and April Shikus in the amount of \$250.00 and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate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

PASSED AND ADOPTED this 19th day of March 2024.

City of Ottumwa, Iowa


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



[CITY OF]
OTTUMWA

Petition No.: 5103-2024

Petitioner Information:

Name: Michael & April Shilkus

Address: 115 North Ward Street Ottumwa IA 52501

Phone Number: (641) 226-8348 Petition contains the required number of signatures.

Summary of Petition:

Purchase Offer form for city owned property located at 119 North Ward. They own property next to (115 N. Ward). Eventually build a house of at least 1200 sq ft. Offer \$250.
aprilshilkus@outlook.com

1. Engineering Department Approve Deny _____

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



[CITY OF]
OTTUMWA

Petition No.: 5103-2024

Petitioner Information:

Name: Michael & April Shilkus

Address: 115 North Ward Street Ottumwa IA 52501

Phone Number: (641) 226-8348 Petition contains the required number of signatures.

Summary of Petition:

Purchase Offer form for city owned property located at 119 North Ward. They own property next to (115 N. Ward). Eventually build a house of at least 1200 sq ft. Offer \$250.
aprilshilkus@outlook.com

1. Engineering Department Approve Deny 2/6/24 PJB

Comments: _____ Date Dept. Initials Required

Engineering doesn't have a use for the lot

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

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

119 N. Ward
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 3/2/24
Subscribed and sworn to before me, and in my presence, by the said 2 day of March, 2024



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 17.37

COI CITY OF OTTUMWA NOTICE OF PUBLIC HEARING MENT

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, March 19th, 2024 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 R S SMITH'S 3RD ADD LOT 22 BLK 10 (119 N WARD) City of Ottumwa, Wapello County, Iowa, also known as 119 N Ward 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
Published: March 2, 2024

PH - Disposed 119 N. Ward

received
3-14-24 11Am

Item No. F.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 5, 2024

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 64-2024: Resolution APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE WAPELLO COUNTY HISTORIC SOCIETY

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing.
Receive public comments
Close public hearing.
Pass and adopt Resolution No. 64-2024.

DISCUSSION: The City owns a small parcel which it received from the DOT in 1978. The Parcel forms a portion of the driveway for the Iowa Heartland Historic Connection Museum at 1 Museum Dr. (formerly Farm Credit Dr.). This resolution authorizes selling the parcel to the Museum for the assessed value of \$130.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

March 19, 2024

5:30 p.m.

- Public hearing on the proposal to convey certain real property to The Wapello County Historical Society
- Resolution approving and authorizing the conveyance of certain real property to The Wapello County Historical Society

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.**

March 19, 2024

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

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

Absent: None

Vacant: N/A

* * * * *

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

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

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

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

Whereupon, Council Member Caviness then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE WAPELLO COUNTY HISTORICAL SOCIETY", and moved:

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

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

AYES: Galloway, Hoffman, McAntire, Caviness, Bossou

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 64-2024

RESOLUTION APPROVING AND AUTHORIZING THE
CONVEYANCE OF CERTAIN REAL PROPERTY TO THE
WAPELLO COUNTY HISTORICAL SOCIETY

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal in the form of a proposed Real Estate Purchase Agreement with The Wapello County Historical Society (the "Agreement"), which Agreement proposes the conveyance of certain City-owned real property (the "Property") to The Wapello County Historical Society in exchange for \$130.00 and the buyer's payment of costs associated with the real estate transaction, under the terms and conditions set forth in the Agreement; and

WHEREAS, the Property proposed to be conveyed to The Wapello County Historical Society under the Agreement is legally described as follows:

A parcel of land located in Lot 310, Block 17 in Meadowdale Addition to the City of Ottumwa, Wapello County, Iowa, as shown is the Right of Way Plat recorded with the deed recorded in Book 409 at Page 697 of the Wapello County Recorder's records, more particularly described as:

Beginning at the SW Corner of said Lot 310; thence S89°41 1/2'E, 58.45 feet along the South line of said Lot 310; thence Northerly 52.88 feet along a 4729.0 foot radius curve concave Easterly having a long chord of 52.88 feet bearing N19°18 3/4'E, to the North line of said Lot 310; thence N89°41 1/2'W, 75.94 feet along said North line to the West line of said Lot 310; thence S00°00'E, 50.0 feet along said West line to the point of beginning; containing 3360 sq. ft., more or less.

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

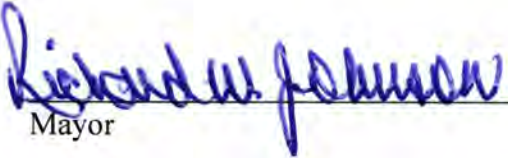
NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA:

Section 1. That the Property described herein shall be conveyed by the City to The Wapello County Historical Society in exchange for \$130.00 and the buyer's payment of costs associated with the real estate transaction, pursuant to the terms and conditions of the Agreement.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications,


additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including the execution of the necessary conveyance documents.

PASSED AND APPROVED this March 19, 2024.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 19 day of March 2024.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa



02315845\10981-1051



Overview



Legend

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

| | | | | | |
|-----------------------|---|--------------|-----|---------------|-------------------|
| Parcel ID | 007413690059000 | Alternate ID | n/a | Owner Address | City Of Ottumwa |
| Sec/Twp/Rng | 0-0-0 | Class | R | | 105 E Third |
| Property Address | | Acreage | n/a | | Ottumwa, IA 52501 |
| District | OTTUMWA CITY/ OTTUMWA SCH | | | | |
| Brief Tax Description | MEADOWDALE ADD PT L 310 BLK17 BG SWCOR /S89E 58.45' ALG S LN LOT 310 ETC <i>(Note: Not to be used on legal documents)</i> | | | | |

Date created: 3/14/2024
 Last Data Uploaded: 3/14/2024 6:04:04 AM

Developed by Schneider
 GEOSPATIAL

Prepared by: Jenna H.B. Sabroské, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309 (515)243-7611
Return to: City of Ottumwa, Iowa, Attn: City Clerk, City Hall, 105 East Third St, Ottumwa, IA 52501

AFFIDAVIT

RE: A parcel of land located in Lot 310, Block 17 in Meadowdale Addition to the City of Ottumwa, Wapello County, Iowa, as shown is the Right of Way Plat recorded with the deed recorded in Book 409 at Page 697 of the Wapello County Recorder's records, more particularly described as:

Beginning at the SW Corner of said Lot 310; thence S89°41 1/2'E, 58.45 feet along the South line of said Lot 310; thence Northerly 52.88 feet along a 4729.0 foot radius curve concave Easterly having a long chord of 52.88 feet bearing N19°18 3/4'E, to the North line of said Lot 310; thence N89°41 1/2'W, 75.94 feet along said North line to the West line of said Lot 310; thence S00°00'E, 50.0 feet along said West line to the point of beginning; containing 3360 sq. ft., more or less.

STATE OF IOWA, COUNTY OF WAPELLO)) ss:

I, Christina Reinhard, am the City Clerk of the City of Ottumwa, Iowa ("City") in the County of Wapello, State of Iowa, and am authorized to make this Affidavit. This Affidavit is furnished to show compliance by the City with Iowa Code Section 364.7 and Section 403.8 relative to the conveyance of an interest in the property described in the caption hereof (the "Property") to The Wapello County Historical Society.

I certify that attached are true and complete copies of:

1. Proof of Publication of Notice of Public Hearing published as required by Iowa Code Section 362.3.
2. Resolution approving conveyance of the interest in the Property.

Christina Reinhard, City Clerk, City of Ottumwa, Iowa

Subscribed and sworn to before me, a notary public in and for the State of Iowa, on _____, 2024.

Notary Public

Commission Expires: _____

received
3-14-24 830A

Item No. F.-3.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 19, 2024


Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 70-2024 - Approving a revised lease agreement between the City of Ottumwa and Musco Sports Lighting, LLC.



Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 70-2024.

DISCUSSION: The City of Ottumwa renewed the Agreement with Musco Sport Lighting, LLC on or around July 19, 2022 for the lease of the South One-Half of Building #23 - a hangar at the Ottumwa Regional Airport. During a recent building improvement an issue with one of the rafters was identified and repaired. Musco had made the repair in coordination with their building improvement and agreed to split the cost with the City in exchange for an extension of the current agreement and a monthly discount to recover the airport's portion over the remainder of the contract. The revised agreement would be effective April 1, 2024 - June 30, 2032.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 70-2024

**RESOLUTION APPROVING A REVISED LEASE AGREEMENT BETWEEN
THE CITY OF OTTUMWA AND MUSCO SPORT LIGHTING, LLC.**

WHEREAS, the City of Ottumwa entered into a revised Agreement with Musco Sport Lighting, LLC on or around July 19, 2022 for the lease of the South One-Half of Building #23 - a hangar at the Ottumwa Regional Airport (ORA); and

WHEREAS, said Agreement provided for an automatic renewal clause of an additional five year period – March 1, 2021 through February 28, 2026 following action by each party, which was executed on March 2, 2021; and

WHEREAS, Musco had fronted the cost of the repair and has agreed to split the cost of the repair and recover from the airport in the form of a monthly rental credit during the term of the lease in exchange for a guaranteed extension through June 30, 2032; and

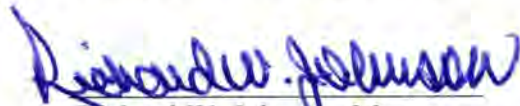
WHEREAS, the City has drafted the attached revised lease, which has been reviewed by the airport advisory board and Musco Sport Lighting, LLC.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, the revised lease agreement between the City of Ottumwa and Musco Sport Lighting, LLC is approved; and



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

APPROVED, PASSED AND ADOPTED, this 19th day of March, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

**OTTUMWA REGIONAL AIRPORT
LEASE AGREEMENT**

This Lease Agreement made and entered into this 19 day of March, 2024 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and Musco Sports Lighting, LLC, hereinafter referred to as LESSEE.

WITNESSETH:

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

WHEREAS, LESSOR and LESSEE entered into a Lease Agreement for the South one-half (1/2) of Building #23, 14860 Terminal Street, located at the Ottumwa Regional Airport on February 15, 2016 ("Original Lease").

WHEREAS, LESSOR and LESSEE approved a five year extension to the Original Lease on March 2, 2021.

WHEREAS, LESSOR and LESSEE now desire to enter into a new five year lease agreement for the South one-half (1/2) of Building #23, 14860 Terminal Street, located at the Ottumwa Regional Airport.

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

ARTICLE I – PREMISES

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

The south one-half of the municipal hangar, known as Building #23, including the old engine repair area at the far South end of this hangar, located at 14860 Terminal Street, at the Ottumwa Regional Airport (the "leased premises").

B. That LESSEE will use the leased premises as a corporate hangar facility, and the leased premises shall be used by the LESSEE for that purpose only, 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 or decorations on the leased premises, either by attaching the same to the building or placing them on the adjacent grounds. The LESSEE will be allowed to erect a sign for the express purpose of business identification. The size and location will be determined by mutual consent of the LESSEE and LESSOR.

D. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent LESSEE from erecting or permitting to be erected, any building or other structure at 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 the privileges herein described for a term of eight (8) years and three (3) months commencing on the 1st day of April, 2024 and ending on the 30th day of June, 2032.

B. Upon the mutual consent of both parties, LESSEE is granted the option to renew this lease at the end of the initial term for five (5) additional years with specific terms such as rent and fees being renegotiated prior to the start of the subsequent five-year term.

C. Each party has the right to terminate said Lease Agreement at any time with a ninety (90) day written notice to the other party.

ARTICLE III – RENTAL AND FEES

A. Rental Hangar Fees:

1) LESSEE agrees to pay LESSOR the following monthly amounts as rent for the leased premises:

1. From April 1, 2024 to December 31, 2024 \$1,200 per month
2. From January 1, 2025 to December 31, 2025 \$1,550 per month
3. From January 1, 2026 to June 30, 2027 \$1,870 per month
4. From July 1, 2027 to June 30, 2032 calculated rental for square footage rates at the

leased premises consistent with the rates and charges adopted by LESSOR as follows:

| Area in sqft | Rate (illustrated) | Dollar |
|-----------------------------|--------------------|------------|
| Hangar (18,745) | \$0.055 | \$1030.00 |
| Unfinished upper (1,960) | \$0.055 | 107.30 |
| Workshop | \$0.125 | 245.00 |
| Break room / garage (1,300) | \$0.125 | 162.50 |
| Office upper level (1,300) | \$0.25 | 325.00 |
| Total (25,265) | | \$1,870.00 |

together with interest at the rate of 12% per annum on all delinquent installments. Rental fees shall be rounded to the next highest dollar increment.

- 2) LESSOR has received an invoice for repair work completed to the hangar and paid by the LESSEE. The cost for this work totaled \$98,747.00, which LESSOR agrees to cost share with the LESSEE and receive as a monthly credit of \$500.00 per month through June 30, 2032 or upon termination of the LEASE, whichever occurs first.

B. **Fuel Fees:** LESSEE further agrees to pay LESSOR fuel charges for fuel usage at the leased premises consistent with the rates and charges adopted by LESSOR.

ARTICLE IV – TERMINATION OF LEASE

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

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

C. **BANKRUPTCY OR INSOLVENCY OF LESSEE.** In the event LESSEE is adjudicated bankrupt, or in the event of a judicial sale or other transfer of LESSEE's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days written notice thereof by LESSOR to LESSEE, then and in any such events, LESSOR may, at its option, immediately terminate this lease and reenter 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. LESSEE will, at its own expense, make any repairs necessary to the leased premises that do not directly relate to the fundamental structure of the building including foundation, floor, walls, trusses, and roof; specific structural repairs will be the responsibility of LESSOR. LESSOR agrees to cooperate with any such repairs and to repair or replace any portions of the leased premises as necessary. All building alterations require prior written approval of the LESSOR. Fixtures and other building alterations become and remain property of the LESSOR once they are made.

C. LESSEE shall furnish, at its own cost and expense, electric and gas utilities necessary and convenient for LESSEE's use of the leased premises. LESSOR shall pay for monthly usage of water and sewer. It shall be the duty of 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.

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

E. 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.

F. 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.

G. HAZARDOUS WASTE.

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

(2) LESSEE shall defend, hold harmless and indemnify LESSOR from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage as has been caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees,

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

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

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

ARTICLE VI – RULES AND REGULATIONS

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

ARTICLE VII – SURRENDER OF PREMISES AT END OF TERM

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

ARTICLE VIII – INSURANCE

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

B. LESSEE will not do or omit the doing of any act, which would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon

any personal property of the LESSEE upon which the LESSOR, by law or by the terms of this lease, has or shall have a lien.

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

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

E. It is understood and agreed that the City of Ottumwa, Iowa is named as "Additional Insured" in respect of the insured's occupancy of the premises and building at the 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 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 personal 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 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 with 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 – 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. Compliance with Federal Aviation and Transportation Security Regulations

A. LESSEE agrees to comply at all times with Federal Aviation Regulations (FAR) Part 139, and Transportation Security Regulations (TSR) Parts 1500, 1520, 1540 and 1542, LESSOR's policies, regulations and ordinances, LESSOR's Transportation Security Administration approved Airport Security Program, and any other applicable laws, regulations and rules as such currently exist and are amended from time to time. LESSEE further agrees that any fines levied upon LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions and employees, agents or officers of LESSOR's boards and commissions pursuant to enforcement of FAR Part 139 and TSR Parts 1500, 1520, 1540, and 1542 due to acts or omissions by LESSEE, LESSEE's agents, servants, officers, employees, independent contractors, or patrons shall be borne by LESSEE. LESSEE further agrees to indemnify and hold harmless LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions, and employees, agents, or officers of LESSOR's boards and commissions from any and all fines so levied and from any and all claims, demands, liabilities, or expenses of every kind or nature related to such levy or defense to such levy (including, but not limited to, salary of attorneys employed by LESSOR) which LESSOR or any of its officers, employees, or other persons set out above shall or may at any time sustain or incur by reason of or in consequence of such acts or omissions by LESSEE. LESSEE further agrees to indemnify and hold harmless LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions, and employees, agents, or officers of LESSOR's boards and commissions from any and all claims, demands and or lawsuits arising out of LESSEE's or LESSEE's employees' failure to comply with FAR Part 139 and TSR Parts 1500, 1520, 1540 and 1542, the Airport Security Program or any other applicable law, regulation or rule.

B. LESSEE agrees to control all persons and vehicles entering any airport restricted area (including aircraft movement area) through its leased space in accordance with the Airport's Security Program and in compliance with TSR Parts 1500, 1520, 1540, and 1542 as such currently exist and are amended from time to time.

I. War or National Emergency

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

J. Americans with Disabilities Act (1990)

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

K. Right to Amend

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, LESSEE agrees to consent to such amendments, modifications, revisions, supplements

or deletions or any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will LESSEE be required, pursuant to this paragraph, to agree to an increase in the fees and charges provided for herein or to a change in the use, provided it is an authorized use, to which LESSEE has put the Leased Premises.

L. Just Services

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

ARTICLE XIII– ASSIGNMENT

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

ARTICLE XIV – NOTICES

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

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

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

Musco Lighting
c/o Chris Hyland, CFO
100 First Avenue West
PO Box 808
Oskaloosa, IA 52577

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

ARTICLE XV – GENERAL CONDITIONS

A. 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.

B. 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.

C. 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 XVI – SAVINGS 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 XVII – PRIOR LEASES TERMINATED

This Lease Agreement repeals and replaces any existing Lease Agreements between LESSOR and LESSEE related to the leased premises.

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

3/19/2024
Date

Richard W. Johnson
Richard W. Johnson
Mayor, City of Ottumwa

ATTEST:

Christina Reinhard
Christina Reinhard
City Clerk

Musco Sports Lighting, LLC
3/14/24
Date

By Christopher K. Hyland
Christopher K. Hyland
VP/CFO

received
3-14-24 1145A

Item No. F.-4.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 19, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 77-2024 - Approving a Ground Lease Agreement between the City of Ottumwa and Southeast Iowa Sports Commission.



Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 77-2024.

DISCUSSION: The Southeast Iowa Sports Commission has expressed interest in building and maintaining an indoor sports facility. This facility is to be located in Sycamore Park, which is consistent with the Greater Ottumwa Park Plan. As part of the in-kind contributions, the City had previously expressed interest in entering into a long term ground lease for a nominal fee (\$1). The sports complex should increase the level of sports tourism to the area, increasing the purchase of local goods and services as well as City revenues related to the Local Option Sales and Services Tax and the Hotel / Motel Tax.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 77-2024

RESOLUTION APPROVING A GROUND LEASE AGREEMENT BETWEEN THE CITY OF OTTUMWA AND SOUTHEAST IOWA SPORTS COMMISSION

WHEREAS, the Southeast Iowa Sports Commission was formed for the construction and operation of an approximate 66,000 square foot sports complex in the City of Ottumwa; and

WHEREAS, the City has expressed a shared interest in the establishment of such a facility and has identified a location in Sycamore Park, which was supported by a recent improvement plan for Greater Ottumwa Park and the surrounding area; and

WHEREAS, staff have negotiated the attached agreement, which has been reviewed by legal counsel and the Southeast Iowa Sports Commission.

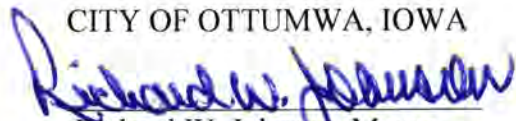
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the proposed Ground Lease Agreement between the City of Ottumwa, Iowa and Southeast Iowa Sports Commission be hereby approved.

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

BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the City consents to Southeast Iowa Sports Commission granting to Community 1st Credit Union a mortgage, a general security agreement and assignment of the Southeast Iowa Sports Commission's leasehold interest under the Ground Lease Agreement in connection with a loan for financing the construction, repair, maintenance or modification of the Tenant Improvements (as defined in the Ground Lease Agreement) and that the Mayor and City Clerk are hereby authorized to execute documentation providing written consent for such security interests, subject to confirmation that the security interests will comply with Section IX of the Ground Lease Agreement.

APPROVED, PASSED AND ADOPTED, this 19th day of March, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

GROUND LEASE

THIS GROUND LEASE (the “Lease” or “Ground Lease”) is made and entered into as of March 19, 2024, by and between the CITY OF OTTUMWA, IOWA whose address is 105 E. Third St., Ottumwa, Iowa 52501, as ground lessor (the “Landlord”) and SOUTHEAST IOWA SPORTS COMMISSION, an Iowa non-profit corporation, having offices for the transaction of business at 217 East Main Street; PO Box 1848, Ottumwa, Iowa 52501, as ground lessee (the “Tenant”). Landlord and Tenant will sometimes hereafter be referred to individually as a “Party” and collectively as the “Parties.”

I. Public Purpose

The City desires to provide real estate to Tenant for the development of a sports complex that will provide recreational opportunities for City residents and will also serve as a regional attraction for sporting events, which in turn supports tourism and local businesses within the City.

II. Term; Termination

The Landlord owns the real estate located in the City of Ottumwa, Iowa, as described on Exhibit A hereto (the “Site”), which the Landlord hereby leases to the Tenant to have and to hold for a term commencing on March 20, 2024 and ending on March 19, 2123 (the “Term”), unless earlier terminated as hereinafter provided. Upon termination of this Ground Lease for any reason, the Tenant shall execute and deliver to the Landlord such documents as the Landlord may request to evidence the termination of the Tenant’s interests herein and the transfer of the Tenant’s rights in this Ground Lease, the Site, and any improvements constructed thereon.

III. Rent

A. **Base Rent.** The Tenant shall pay Landlord annual base rent in the amount of \$1.00 (the “Base Rent”), due on April 1, 2024 and on each April 1st thereafter during the Term of this Lease.

B. **Additional Rent.** In addition to the Base Rent, the Tenant shall pay the amount of the following costs, either paid directly to the entity imposing such fee or paid to the Landlord as reimbursement for the Landlord’s payment of such fee:

- i. All taxes and assessments levied against the Site during the Term as the same become due.
- ii. All water, gas, electricity, telephone, and other public utility services used on the Site.
- iii. The cost to insure the Site and any improvements constructed thereon.
- iv. All other costs incurred by Tenant in connection with this Ground Lease and the construction, operation, and maintenance of the Site.

IV. No Warranties

Notwithstanding any other provision contained herein, it is understood and agreed that Landlord is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Site, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Site with laws. Tenant acknowledges and agrees that, by executing this Ground Lease, it is accepting the Site "as is, where is, with all faults". Tenant represents that it has not relied and will not rely on any express or implied warranties, guaranties, statements, representations, or information pertaining to the Site or relating thereto made or furnished by Landlord. Tenant represents to Landlord that Tenant has conducted such investigations of the Site, including but not limited to the physical and environmental condition thereof, as Tenant deems necessary to satisfy itself as to the condition of the Site. Upon executing this Ground Lease, Tenant shall be deemed to have waived, relinquished and released Landlord (and Landlord's officers, directors, employees, and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Tenant might have asserted or alleged against Landlord (and Landlord's officers, directors, employees, and agents) at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Site.

V. Use of Premises

A. The Tenant shall construct a sports complex on the Site that will be used for sporting events such as basketball, baseball, volleyball, and soccer games and tournaments.

B. The Tenant covenants and agrees that during the Term it will not cause or allow the use or operations of the sports complex to be materially changed unless Tenant receives prior written approval of the City Council to the proposed change(s).

C. If Tenant fails to complete the construction of the sports complex on the Site pursuant to the terms of this Ground Lease, or if Tenant ceases to operate the sports complex at the Site during the Term of this Ground Lease, the Tenant shall be in Default under the Ground Lease.

VI. Construction of Tenant Improvements

A. It is the intent of the parties that Tenant shall build an approximately 66,000 square foot sports complex upon the Site and all related site improvements (the "Tenant Improvements"). The estimated construction cost of the Tenant Improvements is \$10,500,000. Tenant shall use commercially reasonable efforts to complete the Tenant Improvements by no later than February 28, 2025.

B. Tenant shall construct the Tenant Improvements in accordance with all applicable state, federal, and local laws and regulations.

C. By signing this Ground Lease, Tenant hereby guarantees to the Landlord performance by Tenant of all the terms and provisions of this Ground Lease pertaining to Tenant's obligations with respect to the construction of the Tenant Improvements. Without limiting the generality of the foregoing, Tenant guarantees that: (a) construction of the Tenant Improvements shall be completed within the time limits set forth herein; (b) the Tenant Improvements shall be constructed and completed in accordance with all applicable state, federal, and local laws and regulations; (c) the Tenant Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens except for liens from Tenant's construction or permanent financing lenders or liens which are being diligently and reasonably contested by Tenant; and (d) all costs of constructing the Tenant Improvements shall be paid when due. Notwithstanding the foregoing restrictions regarding liens, but subject to the requirements set forth in Section IX hereof, Tenant may obtain financing for construction, repair, maintenance and modification of the Tenant Improvements and in connection with the financing grant mortgage(s) or such other security interest(s), including an Assignment of Tenant's Leasehold Interest for Security Purposes, as may be commercially reasonable and appropriate in the judgment of the lender, in connection with a construction or permanent loan or any amendment, modification or extension thereof.

D. Tenant shall not make any other structural alterations or permanent improvements in the Site without first obtaining Landlord's written consent, provided such consent shall not be unreasonably withheld.

E. Upon completion of the Tenant Improvements, Tenant shall, within a reasonable time thereafter, furnish Landlord, at no charge to Landlord, one electronic set of as-built drawings covering the Tenant Improvements completed on the Site plus the location and details of installation of all equipment, utility lines, heating, ventilating, air-condition ducts and related matters that make up the Tenant Improvements. Tenant shall keep said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the Site.

F. All of the Tenant Improvements shall be furnished, supplied, installed and constructed by Tenant at its sole cost and expense.

G. Ownership of Tenant Improvements paid for by Tenant shall remain with Tenant over the full term of this Agreement (subject to early termination).

H. Title to all Tenant Improvements and to those fixtures and equipment which cannot be removed without causing structural damage shall vest in Landlord upon termination or expiration of this Lease. Landlord may require Tenant to remove any or all of its removable furniture, fixtures, equipment or other non-fixed improvements.

VII. Care and Maintenance of Site; Insurance.

A. Tenant takes the Site as is, except as herein provided. Tenant shall maintain the Site in a reasonable safe, serviceable, clean and presentable condition, shall make all repairs, replacements and improvements to the Site, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT

AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.

B. Tenant shall maintain insurance on the Site and Tenant's personal property thereon for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by its insurance policy, Tenant waives all rights of recovery against Landlord.

B. Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

VIII. Compliance with Laws

The Tenant shall comply with all state, federal, and local laws and regulations affecting the Site and the Improvements.

IX. Liens

The Tenant shall keep the Site free and clear from all liens, including mechanic's and materialmen's liens for work or labor done, services performed, materials and appliances used or furnished or to be used in or about the Site. Notwithstanding the foregoing, subject to obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld, the Tenant may provide for a security interest, mortgage lien, or assignment of Tenant's leasehold interests under this Lease granted in connection with a construction or permanent loan, or any amendment, modification or extension thereof granted in connection with the construction, repair, maintenance or modification of the Tenant Improvements. Any such mortgage, assignment, or other document creating such security interest shall require the mortgagee, assignee, or similar secured party to deliver a copy of all notices issued to Tenant to the Landlord, at the same time and in the same manner as must be delivered to Tenant..

X. Indemnification and Limitation of Liability

The Landlord shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the Tenant, or by any person whatsoever may at any time be using or occupying or visiting the Site or be in, on, or about the same. The Tenant shall indemnify, defend, and hold the Landlord harmless against all claims, liability, judgments, loss, expense, or damage whatsoever on account of any such loss, injury, death, or damage either claimed or sustained by any person or to any property. The Tenant hereby waives all claims against the Landlord for damages to the buildings and improvements that are now on or hereafter placed or built on the Site and to the property of the Tenant in, on, or about the Site, and for injuries to persons or property in or about the Site or any other building or improvement on the Site.

XI. Sale, Assignment, Transfer or Subletting

The Tenant shall not sell, assign, transfer, or sublease the Site or Tenant's leasehold interests under this Lease to any other party, except as permitted by Section IX, without the express

written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. The Landlord will not sell its fee simple interest in the Site unless such sale is made subject to the terms of this Ground Lease.

XII. Prohibition of Involuntary Assignment

Neither this Ground Lease nor the leasehold estate of the Tenant nor any interest of the Tenant hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever and any such attempted involuntary assignment, transfer, sale, or assignment, transfer or sale by operation of law, shall be void and of no effect. Notwithstanding the foregoing, this section shall not impair or limit the ability of any secured party to foreclose a perfected mortgage, security interest, or assignment of Tenant's leasehold interest, provided the mortgage, security interest, or assignment was duly approved by the Landlord as set forth in Section IX.

XIII. Parties Bound

This Ground Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of the Landlord and the Tenant, and all references in this Ground Lease to "Landlord" or "Tenant" shall be deemed to refer to and include successors and assigns of the Landlord or the Tenant without specific mention of such successors or assigns.

XIV. Default

A. Landlord's Rights in the Event of the Tenant's Default. If the Tenant fails to observe, keep, or perform any of the covenants, terms, or conditions of this Ground Lease and such default continues for a period of thirty (30) days after written notice from the Landlord setting forth the nature of the Tenant's default, then the Landlord shall have the right at its option, on written notice to the Tenant, to pursue any one or more of the following remedies:

- i. Terminate this Ground Lease and all rights of the Tenant hereunder shall thereupon cease. Following such termination, the Landlord, without further notice to the Tenant, shall have the right immediately to enter the Site and take possession thereof with or without process of law and to remove all personal property from the Site and all persons occupying the Site and to use all necessary force therefor and in all respects to take actual, full and exclusive possession of the Site, any improvements thereon, and every part thereof as Landlord's original estate, without incurring any liability to the Tenant or to any persons occupying or using the Site for any damage caused or sustained by reason of such entry on the Site or such removal of such persons or property therefrom. The Tenant shall execute and deliver to the Landlord such documents as the Landlord may request to evidence the termination of the Tenant's interests herein and the transfer of the Tenant's rights in this Ground Lease, the Site, and any improvements constructed thereon.
- ii. Continue this Ground Lease at an annual Base Rent of the market rate as established by a neutral third-party real estate professional selected by the City.

- iii. Seek specific performance of the terms of this Ground Lease and/or the Development Agreement.
- iv. Pursue any other remedy available to Landlord.

B. Limitations. The provisions of Section XIV(A) are subject to the following limitation: if by reason of force majeure the Tenant is unable in whole or in part to carry out its obligations under this Ground Lease with respect to the Site, the Tenant shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State of Iowa or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots, landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Tenant and not resulting from its negligence. The Tenant agrees, however, to remedy with all reasonable speed the cause or causes preventing the Tenant from carrying out its obligations under this Ground Lease.

XV. Waiver

The waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

XVI. Miscellaneous

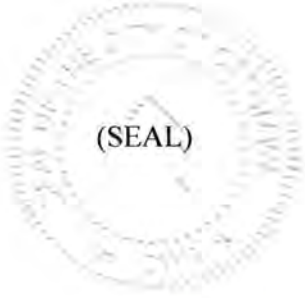
A. Notices and Demands. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

B. Provisions Binding. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

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

D. Additional Documents. The parties agree that they will each take such future actions in furtherance of the objectives of this Lease Agreement, including execution of documents, including by way of illustration and not limitation, certificates, supplemental agreements and recordable documents, as may reasonably be requested by the other party or Tenant's lender, or in the event of an approved transfer of Tenant's interest, subject to the limitations of Section XI, by a proposed successor or assignee of Tenant. Notwithstanding the foregoing, the Tenant acknowledges that certain future actions of Landlord may be subject to further action of the Ottumwa City Council, as the governing body of Landlord.

[Remainder of page intentionally left blank; signature pages follow]



(SEAL)

CITY OF OTTUMWA, IOWA

By: Richard W. Johnson
Richard Johnson, Mayor

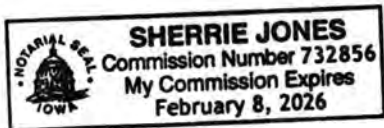
ATTEST:

By: Christina Reinhard
Christina Reinhard, City Clerk

STATE OF IOWA)
) ss
COUNTY OF WAPELLO)

On this 20 day of March, 2024, before me a Notary Public in and for said State, personally appeared Richard Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Sherrie Jones
Notary Public in and for the State of Iowa



SOUTHEAST IOWA SPORTS COMMISSION,
an Iowa non-profit corporation

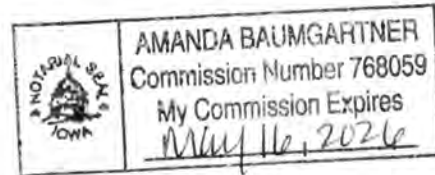
By: R. B. Morgan

Print Name: R. Brian Morgan

Title: Chair

STATE OF Iowa
COUNTY OF Wapello

)
) SS
)



This record acknowledged before me on March 21, 2024 by Robert Brian Morgan the President of Southeast Iowa Sports Commission.

Amanda Baumgartner
Notary Public in and for said state

My commission expires: May 16, 2026

EXHIBIT A
Description of the Leased Site

AUDITOR'S PARCEL "B"

A part of Auditor's Lots 1, 2, and 3 in the Northeast Quarter of the Northwest Quarter of Section 25, Township 72 North, Range 14 West of the Fifth Principal Meridian, Wapello County, Iowa, also being designated as Auditor's Parcel "B", and being more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of said Section 25; thence North 89 degrees 28 minutes 35 seconds East a distance of 2108.92 feet; thence South 02 degrees 00 minutes 03 seconds East a distance of 314.82 feet to the Point of Beginning; thence continuing South 02 degrees 00 minutes 03 seconds East a distance of 330.00 feet; thence North 87 degrees 59 minutes 57 seconds East a distance of 375.00 feet; thence North 42 degrees 08 minutes 26 seconds East a distance of 210.00 feet; thence North 48 degrees 07 minutes 04 seconds West a distance of 258.41 feet; thence South 88 degrees 01 minutes 42 seconds West a distance of 335.00 feet to the Point of Beginning, containing 3.31 acres, more or less.

02322463\10981-1048

02325084\10981-1048

received
3-14-24 11Am

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Zach Simonson

Prepared By

Zach Simonson

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Ordinance No. 3224-2024: Ordinance Permitting Class B Master Electricians to Perform Electrical Work in the City of Ottumwa by Repealing and Replacing Section 13-5 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa

Public hearing required if this box is checked.

RECOMMENDATION: Pass second consideration of Ordinance No. 3224-2024.

DISCUSSION: The State of Iowa issues a Class B Master Electrician's License to an electrician who has worked in the electrical business since before January 1, 1998 and who has a total of at least 1,600 hours of experience. Currently, the City electrical code only permits electricians who have a Master Class A license to do electrical work. This is a more restrict standard than many other jurisdictions including rural Wapello County

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

where the state electrical inspectors have jurisdiction. It appears the Class A limit has created an undue limit on property owners seeking qualified electrical contractors. Staff recommends permitting the Class B Masters to do work in the City as well as the Class A Masters.

ORDINANCE NO. 3224-2024

ORDINANCE PERMITTING CLASS B MASTER ELECTRICIANS TO PERFORM ELECTRICAL WORK IN THE CITY OF OTTUMWA BY REPEALING AND REPLACING SECTION 13-5 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

WHEREAS, the State of Iowa issues a Class B Master Electrician's License to an electrician who has worked in the electrical business since before January 1, 1998 and who has a total of at least 1,600 hours of experience.

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

SECTION ONE

Section 13-5 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 13-5 in its entirety and enacting the following in lieu thereof:

Sec. 13-5. – License required.

- (a) It shall be unlawful for any person except those exempt according to section 13-6 and those holding a Class "A" or Class "B" master electrician license issued by the state, to obtain required permits to perform electrical work in the city. The city will reciprocate with electrical licenses from other jurisdictions only as permitted by the state.
- (b) No license may be loaned, rented, assigned or transferred. No holder of a valid license shall obtain a permit under such license and then subcontract, sell, or otherwise assign the work covered by said permit to a person or firm who does not have a valid license; nor is the holder of a Class "A" or Class "B" master license allowed to take out work permits for anyone other than the license holder, or the person, firm or corporation with whom the license holder is employed.

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

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

SECTION FOUR. This ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

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

PASSED on its first consideration the 5 day of March, 2024.

PASSED on its second consideration the 19 day of March, 2024.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2024.

APPROVED this _____ day of _____, 2024.

CITY OF OTTUMWA, IOWA

By: _____
Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2024

Richard W. Johnson, Mayor

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

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

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

ATTEST:

Chris Reinhard, City Clerk

received
3-14-24 1145A

Item No. G.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance 3225-2024 - An Ordinance Adopting Temporary Regulations for the Des Moines Register's Annual Great Bicycle Ride Across Iowa's Overnight Stay in Ottumwa to Be Effective on July 24, 25, and 26, 2024

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the first reading of Ordinance 3225-2024

DISCUSSION: Ottumwa has been named as an overnight stay community for RAGBRAI LI later this year. The event will bring an estimated 15-20K visitors into the city, including 11,000 cyclists. An advisory board has been designated and is working with RAGBRAI officials to determine what will be required during this time for the protection and promotion of the health, safety, and welfare of the residents and RAGBRAI visitors. Under the authority of the police powers and home rule for the City of Ottumwa, the city council is being requested to adopt the following temporary regulations for the period of July 24 through July 26, 2024. This is the first reading of the proposed ordinance.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3225-2024

AN ORDINANCE ADOPTING TEMPORARY REGULATIONS FOR THE DES MOINES REGISTER'S ANNUAL GREAT BICYCLE RIDE ACROSS IOWA'S OVERNIGHT STAY IN OTTUMWA TO BE EFFECTIVE ON JULY 24, 25, AND 26, 2024

- WHEREAS, The Des Moines Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI) will visit the City of Ottumwa for an overnight stay on July 25, 2024; and,
- WHEREAS, The RAGBRAI event will bring 15,000 – 25,000 visitors to the community, including 11,000 bicyclists; and,
- WHEREAS, The Ottumwa RAGBRAI Advisory Board, hereinafter referred to as ORAB has been designated, and has agreed to serve as the planning, coordinating, and implementation agency for RAGBRAI in Ottumwa. This shall include designees of ORAB; and,
- WHEREAS, The Des Moines Register and ORAB have requested the City Council to consider and adopt, by ordinance, necessary temporary regulations to be in effect during RAGBRAI for the protection and promotion of the health, safety, and welfare of the citizens of the community and the RAGBRAI visitors; and,
- WHEREAS, The City Council has authority and jurisdiction to adopt reasonable regulations for the protection of the health, safety, and welfare under its general "police" powers and "home rule" authority; and,
- WHEREAS, In cooperation with the Ottumwa RAGBRAI Advisory Board, the City Staff has recommended adoption of this temporary regulatory ordinance; and,
- WHEREAS, Upon consideration, the City Council has determined that this temporary regulatory ordinance should be adopted and enforced;

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. RAGBRAI Sites.

The primary site for parking, camping, and vendors for RAGBRAI shall be:

All areas designated in RAGBRAI ZONE MAP (Attached)

Subject to the approval of City Administrator, Phil Rath, ORAB is hereby granted the right and authority to plan supervise, administer and control the use of these sites, (except The Beach Ottumwa) on July 24, 25, and 26, 2024, including:

- Designation and regulation of parking and camping areas
- Identification and regulation of vendor sites
- Imposition and collection of reasonable non-discriminatory user fees to offset planning, administration, and regulation costs and expenses
- Denying access or use of the sites, as may be necessary for the protection of the public health, safety, and welfare
- Enlisting and receiving the aid of the Ottumwa Police Department in exercising the rights and authority granted under this section

Section 2. No permit or license issued by the City shall be required for any inactivity conducted on any of the RAGBRAI sites described in Section 1. However, all such activities shall comply with all City ordinances not suspended by this ordinance and all applicable state laws and regulations and shall require a permit from the ORAB.

Section 3. Outdoor Entertainment/Service Areas.

No outdoor entertainment or vending sites shall be held or conducted in the City of Ottumwa on the dates of July 24, 25, and 26, 2024 in the designated RAGBRAI ZONE without first obtaining an outdoor entertainment and vending permit from the ORAB. The following regulations shall apply to all outdoor entertainment in the City of Ottumwa on those dates:

ORAB may require payment of a reasonable non-discriminatory fee for an outdoor entertainment and service permit to cover administrative expenses

Decibel levels of outdoor entertainment shall be reasonable under the circumstances, time and location, and shall be subject to the control of the Chief of Police of the City of Ottumwa

Only alcoholic beverage establishments holding an Outdoor Service Area license as of the date of this ordinance will be permitted to operate an Outdoor Service Area inside the designated RAGBRAI ZONE on the dates set out above, except for the ORAB licensed beverage/entertainment area. All alcoholic beverage sales must be in full compliance with the Code of Iowa and the ordinances of the City of Ottumwa

An outdoor entertainment and vending permit must be applied for not less than 30 days prior to the date of the entertainment and shall not be transferrable

If the ORAB determines that any proposed outdoor entertainment event poses an unacceptable risk to public health, safety, and welfare, it may deny the issuance of a permit or may issue a permit conditioned upon compliance with restrictions.

Section 4. Transient Merchant Limitations and Regulations.

The City Council finds that a large number of transient merchants may seek to do business in the city of the dates of July 24, 25, and 26, 2024. The City Council further finds that the short-term presence of a large number of transient merchants combined with a large number of visitors to the community creates a significant potential threat to the health, safety, and welfare of the citizens and visitors in the community. The Council further finds that transient merchants should not be excluded and that applicable limitations and regulations should strike a balance between the legitimate interests of transient merchants and their prospective customers and the general health, safety, and welfare of residents and visitors.

Therefore the following regulations are imposed:

- A. The term “transient merchant” and “peddler” shall have the meaning set forth in Section 22-168 of the Municipal Code of the City of Ottumwa, Iowa, except that the term shall also include persons offering the sale of food or beverages for immediate consumption and persons offering for sale produce or products that they have produced or manufactured.
- B. All “transient merchants” and “peddlers” as defined in Subsection “A” above, shall be permitted to be located and conduct business only in the RAGBRAI ZONE described in Section 1 of this ordinance and only in compliance with the rules and regulations established by the ORAB and upon the payment of the fees and charges imposed by the ORAB.
- C. The fees and charges imposed by the ORAB shall be nondiscriminatory.
- D. The provisions of this ordinance shall not be interpreted to prohibit any merchant, business, religious, or charitable organization established in the City of Ottumwa on July 1, 2024 from operating temporary outdoor sales or information activities at their permanent sites on the date of July 24, 25, 26, 2024, but the renting or leasing of space to any merchant, business, religious, or charitable organization that has not established a permanent site in the City of Ottumwa is prohibited.

Section 5. Streets, Alleys, and Parking.

During the effective period of this ordinance, the Ottumwa Police Chief is authorized to suspend existing parking and traffic regulations and to temporarily close public streets and alleys. The Chief of Police is authorized to and shall post all appropriate temporary signs to advise of temporary parking and traffic regulations or limitations and street or road closures that shall apply during the effective period of this ordinance.

Section 6. Signs.

During the effective period of this ordinance, the Ottumwa Chief of Police, the Community Development Director, or the ORAB may place or authorize the placement of temporary signs on the rights-of-way and public property as necessary.

“Temporary Signs” shall be permitted during the effective period of this ordinance without a permit.

Except as provided above, the provisions of the Ottumwa Municipal Code regulating signs, canopies, awnings, and marquees shall remain in full force and effect during the effective period of this ordinance. The Chief of Police or the Community Development Director shall have the right to remove or require the removal of any non-complying signs or of any signs permitted under this section that creates a substantial threat to the public safety.

Section 7. **Operation of Bicycles.**

- A. During the effective period of this ordinance, bicycles shall not be ridden on public sidewalks except to cross the sidewalk.
- B. The traffic laws of the City of Ottumwa and the State of Iowa shall apply and shall be enforced as to the operation of bicycles.

Section 8. **Effective Period.**

The provisions of this ordinance shall be effective from 8:00 A.M. on July 24, 2024 until 2:00 A.M. on July 26, 2024.

Section 9. The provisions of Chapter 1, Article III, of the Ottumwa Municipal Code shall apply to any violation of any provision of this ordinance.

Section 10. **Appeal.**

Any person aggrieved by a decision of or requirement imposed by the ORAB under this ordinance may appeal such decision or requirement to the Ottumwa City Council under the following procedure:

- A. All appeals shall be in writing; shall include the name and address of the appellant; shall describe the decision or requirement appealed from; and shall state the relief requested.
- B. Appeals under this Section shall be submitted to the office of the Ottumwa City Clerk at the Ottumwa City Hall, 210 W Main St, Ottumwa, Iowa, by 12:00 noon on July 10, 2024.
- C. All complete and timely filed appeals shall be considered by the Ottumwa City Council at its regular meeting on Tuesday, July 16, 2024.
- D. Upon considerations of an appeal, the Council may uphold the decision or requirement of the ORAB or may revise or reverse such decision or requirement and may grant all or a portion of the relief requested.

Section 11. All ordinances or parts of ordinances in conflict with the provision of this ordinance shall be suspended during the effective period of this ordinance only.

Section 12. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 13. This ordinance shall be in effect following its final passage, approval, and publication as provided by law.

Passed on its first consideration on the 19 day of March, 2024.

Passed on its second consideration on the _____ day of _____, 2024.

Requirement of consideration and vote and two prior council meetings suspended on the _____ day of _____, 2024.

Final passage and adoption on the _____ day of _____, 2024.

CITY OF OTTUMWA, IOWA

ATTEST:

Richard W Johnson, Mayor

Chris Reinhard, City Clerk

received
3-14-24 2:30p.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 19, 2024

Christina Reinhard *CJR*

Prepared By

Police

Department

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Administrative Hearing and Consideration of Order Assessing Penalty, 2nd Violation, to BW Gas & Convenience Retail d/b/a Yesway #1014, in the City of Ottumwa, Iowa.

Public hearing required if this box is checked.

RECOMMENDATION: Authorize the Mayor to sign the Order Assessing Penalty - 2nd Violation with Yesway #1014 at 502 West 2nd Street.

DISCUSSION: On Feb. 2, 2024, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

BW Gas & Convenience Retail d/b/a Yesway#1014
502 West 2nd Street
Ottumwa, Iowa

This is the time, place and date set for a public hearing on the matter, the Ottumwa City Council finds that based upon evidence submitted by the City Attorney's Office, BW Gas & Convenience Retail d/b/a Yesway#1014, committed a violation of Iowa Code section 453A.2(1). Order assessing

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

Penalty, 2nd Violation, is therefore ordered for the permit holder to either remit one thousand five hundred dollars (\$1,500.00) to the City on or before April 19, 2024 (30 days from the date of this Order) or agree to a suspension of the retailer's permit for a period of thirty days. This sanction is consistent with Iowa Code section 453A.22(2)(b) for a second violation of Iowa Code section 453A.2(1).

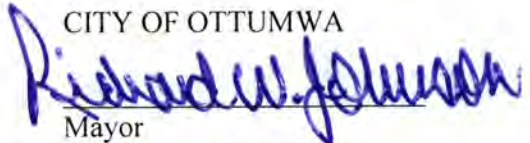
ORDER ASSESSING PENALTY 2nd VIOLATION

IN RE:
Yesway #1014
502 West 2nd Street
Ottumwa, Iowa 52501

**ORDER ASSESSING
PENALTY**

On this 19th day of March, 2024, after a public hearing on the matter, the Ottumwa City Council FINDS that based upon evidence submitted by the City Attorney's Office, on February 2, 2024 the above-captioned permit holder committed a violation of Iowa Code section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age and that this was a second violation within a period of two years of this statute.

IT IS THEREFORE ORDERED, that the above-captioned permit holder either remit one thousand five hundred dollars (\$1,500.00) to the city on or before April 19, 2024 (30 days from the date of this Order) or agree to a suspension of the retailer's permit for a period of thirty days. This sanction is consistent with Iowa Code section 453A.22(2)(b) for a second violation of Iowa Code section 453A.2(1).

CITY OF OTTUMWA

Mayor

ATTEST:


City Clerk



**CITY OF OTTUMWA
NOTICE OF HEARING
2nd VIOLATION**

February 15, 2024

BW Gas & Convenience Retail, LLC
d/b/a Yesway #1014
2301 Eagle Parkway, Suite 100
Fort Worth, Texas 76177

RE: Yesway #1014
502 West 2nd Street
Ottumwa, Iowa 52501

To Whom It May Concern:

On February 2, 2024, the Ottumwa Police Department conducted compliance checks of local tobacco retailers to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, Yesway #1014, one of your employees did sell a tobacco product, specifically a vapor product, to a nineteen-year-old, the employee was issued a citation for the violation, and the employee subsequently pled guilty to the charge. Upon review, I find that this is the second violation against your business for selling tobacco products to an underage person within a period of two years, with the sanction for the first violation having been imposed on April 5, 2022. Iowa Code Section 453A.22(2)(b) requires that the City either assess a civil penalty against a retailer in the amount of \$1,500.00 or impose a 30-day tobacco permit suspension for the second violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council on the alleged complaint. The hearing is set for **5:30 PM on Tuesday, March 19, 2024**, at the Bridge View Center, located at 102 Church Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

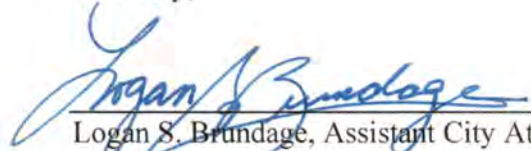
If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the available penalties of either a \$1,500.00 civil penalty or a 30-day tobacco permit suspension.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to Assistant City Attorney Logan Brundage, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than **March 12, 2024**. With this Acknowledgment / Settlement

Agreement, you must select your preferred penalty, and, if a \$1,500.00 civil penalty, include a check for that amount, made payable to the "City of Ottumwa". Accepting and abiding by the terms of the Acknowledgement / Settlement Agreement will satisfy the penalty for a second violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 246-0331, or if you have obtained representation by an attorney in this matter, they should contact me.

Sincerely,

A handwritten signature in blue ink that reads "Logan S. Brundage". The signature is written in a cursive style and is positioned above a horizontal line.

Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
(515) 243-7611
(515) 243-2149 (fax)
lbrundage@ahlerslaw.com

**CITY OF OTTUMWA
HEARING COMPLAINT
2nd VIOLATION**

IN RE:

Yesway #1014
502 West 2nd Street
Ottumwa, Iowa 52501

BW Gas & Convenience Retail, LLC
d/b/a Yesway #1014
2301 Eagle Parkway, Suite 100
Fort Worth, Texas 76177

HEARING COMPLAINT

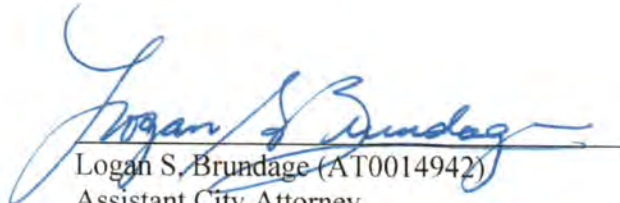
The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”
2. Iowa Code section 453A.22(2)(b) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of a one thousand, five hundred dollars (\$1,500.00) fine or a thirty-day cigarette permit suspension for a second violation of Iowa Code section 453A.2(1) within two years.
3. On or about February 2, 2024, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or

cigarettes to a person under twenty-one years of age. A copy of the Compliance Check and Criminal Conviction is attached and incorporated herein.

4. On April 5, 2022, the permittee was issued a sanction for a first violation of Iowa Code section 453A.2.

5. Therefore, in accordance with Iowa law, the City of Ottumwa, Iowa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of a one thousand, five hundred dollars (\$1,500.00) fine or impose a thirty-day tobacco permit suspension against BW Gas & Convenience Retail, LLC d/b/a Yesway #1014.



Logan S. Brundage (AT0014942)
Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
(515) 243-7611
(515) 243-2149 (fax)
lbrundage@ahlerslaw.com
ATTORNEY FOR CITY OF OTTUMWA

IOWA POLICE CITATION AND COMPLAINT

OTTUMWA POLICE DEPARTMENT

202400340

No 33903

STATE OF IOWA
COUNTY OF WAPELLO
CITY OF OTTUMWA
IN THE COURT AT

WAPELLO CO. COURTHOUSE
MAGISTRATE COURT, 101 W. FOURTH

State of Iowa-Plaintiff vs. A Municipality, Plaintiff vs.

NAME: TAITAGUE, MISTY DAWN
Defendant, Last First Middle

ADDRESS: [REDACTED] Street

CITY: OTTUMWA STATE: IA ZIP: 52501

SS/DL # [REDACTED] / I IA
Type State

DOB: [REDACTED] F
Mo. Day Year Race Sex Ht. Wt.

The undersigned states that on or about 02, 02, 24 at 2:14 a.m.
defendant did unlawfully: p.m.

COMMIT THE CRIME OF
PROVIDING TOBACCO TO
MINOR AGE PERSON

LOCATION OF OFFENSE

IN VIOLATION OF: 453A.2(1) CODE OF IOWA, SECTION LOCAL ORDINANCE:

REPORT TO THE ABOVE NAMED COURT ON 02, 09, 24 at 9:00 a.m. p.m.

DATED 02, 02, 24 [Signature] 1157
Mo. Day Year Complainant Signature I.D. No.

I PROMISE TO APPEAR IN SAID COURT AT SAID TIME AND PLACE.

[Signature] Misty Daitague
Signature of Defendant

Complainant Signature [Signature]

Subscribed and sworn to before me by JEFF WILLIAMS
OTTUMWA this 5 day of FEB, 2024.

Judge Magistrate Notary Clerk District Court

805.5 Failure to appear. Any person who willfully fails to appear in court as specified by the citation shall be guilty of a simple misdemeanor and upon conviction shall be punished by a fine of not more than one hundred dollars or by imprisonment in the county jail not exceeding 30 days or by both such fine and imprisonment.

WHITE - COURT COPY

ABSTRACT OF COURT RECORD

COURT NO. _____ CASE NO. _____

DOCKET NO. _____ PAGE NO. _____

FORFEIT BOND BAIL CASH DEPOSIT _____

| | | |
|-------------------------------------|-------------------------------------|-------------------------------------|
| | PLEA | VERDICT |
| JURY TRIAL <input type="checkbox"/> | <input type="checkbox"/> GUILTY | <input type="checkbox"/> GUILTY |
| | <input type="checkbox"/> NOT GUILTY | <input type="checkbox"/> NOT GUILTY |
| | | <input type="checkbox"/> DISMISSED |

NO JURY TRIAL
Or PROCEEDING

OTHER DISPOSITION _____

The Court Therefore Enters the Following Order This Date _____ / _____ / _____
MO. / DAY / YR.

FINED \$ _____ Surcharge _____ Cost \$ _____

Incarceration in _____
_____ Days

DATE: _____ Continued to: _____ REASON: _____

DATE: _____ Continued to: _____ REASON: _____

DATE: _____ WARRANT ISSUED: _____

TESTIMONY - JUDGES NOTES: (Other Orders)

| | | |
|------|---------------------------------|---------------------------------|
| Date | Signature of person giving bail | Signature of person taking bail |
|------|---------------------------------|---------------------------------|

OFFICER'S NOTES:

WITNESSES:

IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY

THE STATE OF IOWA

(or)

(CITY OF OTTUMWA)

vs.

Defendant: **Taitague, Misty Dawn**

Address:

[REDACTED] Ottumwa, IA 52501

Before Magistrate _____

Criminal Number _____

Ottumwa Police Case #: OP2024000340

COMPLAINT AND AFFIDAVIT

The defendant is accused of the crime of Persons Under Legal Age.
in violation of section 453A.2(1) of the Iowa Criminal Code/2017 or section _____
of the City of Ottumwa Code in that the Defendant on or about the 2nd day of February, 2024
at approximately 2:10 PM at Yesway, 502 W. Second Street, Ottumwa, IA 52501
in Wapello County, did unlawfully commit the above offense.

THEREFORE, Complainant requests that said Defendant, subject to bail or conditions of release where applicable,
(1) be arrested or that other lawful steps be taken to obtain Defendants appearance in court; or
(2) be detained, if already in custody, pending further proceedings;
and that said Defendant otherwise be dealt with according to law.

Complainant _____

[Handwritten Signature]
Signature of Complainant

STATE OF IOWA, County of **WAPELLO** ss., Taitague, Misty Dawn

AFFIDAVIT

I, the undersigned, being duly sworn, state that the following facts known by me or told to me by other reliable persons form the basis for my belief that the Defendant committed this crime.

A compliance check was conducted where an underage (19) female was utilized to attempt to purchase vapor products. The defendant asked for and checked the female's Iowa Driver's License, but still sold her a vapor product that is unlawful to sell to a person under the legal age of twenty-one.

****Simple Misdemeanor/Released on Police Citation.**

Victim: State of Iowa

Witness 1:

Witness 2:

Subscribed and sworn to before me by the person(s) signing this Complaint and Affidavit on this the **5th** day of **February**, 20**24**

[Handwritten Signature]
Signature of Affiant
[Handwritten Signature]
Signature of Notary

Complaint and affidavit(s) filed and ~~probable cause found~~ that the defendant committed the offense charged.

CODY MCCOY
Commission Number 791147
My Commission Expires
July 21, 2024

Magistrate

Iowa Courts Online Electronic Docket Record Search

[Search Results](#)
[Back](#)

[Print All Pages](#)

[Help](#)
[Home](#)
[New Search](#)

Trial Court Case Details

[\[Summary\]](#)
[\[Parties\]](#)
[\[Long Title\]](#)
[\[Filings\]](#)
[\[Property/Lis Pendens\]](#)
[\[Criminal Charges/Disposition\]](#)
[\[Judgments\]](#)
[\[Exhibits\]](#)
[\[Financial\]](#)
[\[Bonds\]](#)
[\[Service Returns\]](#)
[\[Traffic Details\]](#)
Links in this section without | | are for registered users only [Register Now](#)

Summary

Title: STATE OF IOWA VS TAITAGUE, MISTY DAWN
Case: 08901 SMSM049447 (WAPELLO)

EDMS

Originating County

Created

WAPELLO

02/05/2024

Disposition Status

Disposition Date

Reopened Date

Microfilm Ref

GUILTY
PLEA/DEFAULT

02/09/2024

Charges Speedy Trial:

| <u>Count</u> | <u>Original Charge</u> | <u>Offense Date</u> | <u>Charge Class</u> | <u>Adjudication</u> | <u>Adjudication Charge</u> | <u>Adjudication Class</u> |
|--------------|--|---------------------|---------------------|--------------------------------|--|---------------------------|
| 01 | PROVIDING TOBACCO TO A PERSON UNDER 21-1ST OFFENSE | 02/02/2024 | SIMPLE MISDEMEANOR | GUILTY - NEGOTIATED/VOLUN PLEA | PROVIDING TOBACCO TO A PERSON UNDER 21-1ST OFFENSE | SIMPLE MISDEMEANOR |

CN=John Q Public,O=JUDICIAL

[Logon](#)

[Register](#)

For exclusive use by the Iowa Courts
© State of Iowa, All Rights Reserved

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT
2nd VIOLATION**

IN RE:

Yesway #1014
502 West 2nd Street
Ottumwa, Iowa 52501

BW Gas & Convenience Retail, LLC
d/b/a Yesway #1014
2301 Eagle Parkway, Suite 100
Fort Worth, Texas 76177

**ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT**

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation that occurred on February 2, 2024 will count as an official "Second Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) understand that the penalty for this second violation is a \$1,500.00 fine or a suspension of my (our) cigarette/tobacco/nicotine/vapor permit for 30 days, beginning on the date that will be specified in the official City of Ottumwa order that I will receive. I (We) understand that in order to conclude this matter the City Council of the City of Ottumwa must approve this settlement agreement.

PERMITTEE

CITY OF OTTUMWA

Signature

Signature

Title

Title

Date

Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

In accordance with Iowa Code section 453A.22(2)(b), the above-captioned permittee chooses the following penalty:

- \$1,500 fine
- 30-day cigarette/tobacco/nicotine/vapor permit suspension

If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$1,500.00 made payable to the "City of Ottumwa" (if choice of penalty is the fine), should be returned to:

**Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309**

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Yesway #1014

Physical location address: 502 West 2nd Street City: Ottumwa ZIP: 52501

Mailing address: 2301 Eagle Parkway, Suite 100 City: Fort Worth State: TX ZIP: 76177

Business phone number: (682) 428-2400

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP BW Gas & Convenience Retail, LLC

Mailing address: 2301 Eagle Parkway, Suite 100 City: Fort Worth State: TX ZIP: 76177

Phone number: (682) 428-2400 Fax number: (682) 428-2413 Email: BWGas.Permits@yesway.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Lauren Sonnamaker Name (please print): _____

Signature:  Signature: _____

Date: 06/14/2023 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100.00 + 9873
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

**STATE OF IOWA
RETAIL
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 2230-2024

*In accordance with laws of the state of Iowa, and the action of
the City Council of Ottumwa, Iowa
(City)*

Business Location Name: Yesway #1014

Business Location Address: 502 W. Second

Ottumwa, IA 52501

Ownership Type: LLC

Legal Owner Name: BW Gas & Convenience Retail

Legal Owner Mailing Address: 2301 Eagle Parkway, Suite 100

Fort Worth, TX 76177

Type of Sales: Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products
at the business location address above*

in the City of Ottumwa County of Wapello, Iowa.

*This permit is nontransferable, is effective from July 1, 20 23 and
automatically expires on June 30, 2024, unless suspended or revoked.*



In Testimony Whereof, I have caused the seal of the said

City to be hereunto affixed. Done at Ottumwa,

in the State of Iowa, this 20th day of June, 20 23.

Issued By: Christina Reinhard, City Clerk Chris Reinhard CMC

City Mayor or Clerk

This copy to be posted by the retailer where the sale is to be made in plain view of the public.



CITY OF
O T T U M W A

Permit #: 2230

Permit Type:

Address: 502 W SECOND

City: OTTUMWA

State: IA

Zip: 52501-0000

Owner: BW GAS & CONVENIENCE REAL ESTATE LLC

Owner Address: 138 CONANT ST

Owner City: BEVERLY

Owner State: MA

Owner Zip: 01915-0000

Owner Phone:

Owner Email:

Receipt #: 9873

Date: 06/16/2023

Paid By: BW Gas & Convenience

Description: 2023-24 License 7/1/23 - 6/30/24

Payment Type: Check

Payment Type Description: 33287

Accepted By: Sherrie Jones

Fees Paid

| Fee Name | Fee Type | Description | Factor | Total Fee Amount | Amount Paid |
|-------------------|----------|-------------|--------|------------------|-----------------|
| Cigarette/Tobacco | Clerk | Yearly | 0.00 | 100.00 | 100.00 |
| | | | | Total: | \$100.00 |

BW GAS CONVENRTL

138 Conant Street
Beverly, MA 01915

BMO Harris Bank N.A.
Chicago, IL

06/14/23

0033287

PAY EXACTLY THIS AMOUNT

| | |
|---------------------|---|
| One Hundred Dollars | AMOUNT VOID AFTER 90 DAYS \$****100.00 |
|---------------------|---|

VOID IF NOT CASHED IN 90 DAYS

PAY TO THE ORDER OF CITY OF OTTUMWA
105 E. THIRD STREET
OTTUMWA, IA 52501

[Handwritten Signature]

⑈0033287⑈ ⑆071000288⑆ 1830843⑈

BW GAS CONVENRTL

0033287

2230

S02 W Second St

9873

| DATE | LOC | REF | GROSS | DISC | NET | DATE | LOC | REF | GROSS | DISC | NET |
|----------|------|-----------------|----------------------------------|------|--------|------|-----|-----|---------------|------|--------|
| 06/12/23 | 1014 | 1014 Tobacco Li | 100.00 | 0.00 | 100.00 | | | | | | |
| | | | | | | | | | *Total Check* | | |
| 06/14/23 | | | Vendor: 300116 - CITY OF OTTUMWA | | | | | | 100.00 | 0.00 | 100.00 |

BW GAS CONVENRTL

0033287

| DATE | LOC | REF | GROSS | DISC | NET | DATE | LOC | REF | GROSS | DISC | NET |
|----------|------|-----------------|----------------------------------|------|--------|------|-----|-----|---------------|------|--------|
| 06/12/23 | 1014 | 1014 Tobacco Li | 100.00 | 0.00 | 100.00 | | | | | | |
| | | | | | | | | | *Total Check* | | |
| 06/14/23 | | | Vendor: 300116 - CITY OF OTTUMWA | | | | | | 100.00 | 0.00 | 100.00 |

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 19, 2024

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: Memorandum of Understanding for the Community Responder Public Access AED/STB Program

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Memorandum of Understanding between the Wapello County Emergency Management Agency and the City of Ottumwa for the Community Responder Public Access AED/STB Program and authorize the Mayor to sign.

DISCUSSION: Tim Richmond from the Wapello County Emergency Management Agency has approached the City of Ottumwa about entering into an agreement to provide public access AED boxes in Ottumwa Park. One unit would be placed in the Jimmy Jones shelter and a second unit would be placed adjacent to the baseball and softball diamonds in Ottumwa Park. The agreement is attached. This agreement was approved by the Ottumwa Parks Advisory Board at their meeting on March 12, 2024.

Source of Funds: Grants

Budgeted Item: Budget Amendment Needed: No

**MEMORANDUM OF UNDERSTANDING
FOR THE WAPELLO COUNTY EMA
COMMUNITY RESPONDER PUBLIC ACCESS AED/STB PROGRAM**

THIS AGREEMENT is made and entered into on the date when fully executed as shown below, by and between the Wapello County Emergency Management Agency (WCEMA) and the City of Ottumwa (City).

I. Purpose. This Memorandum of Understanding sets out the respective rights and responsibilities regarding the ownership, use, placement, maintenance, and legal responsibility for the public access AED cabinet, AED, and Stop the Bleed kit described in Section II of this document.

II. The Equipment. Possession of the following equipment according to the terms and conditions outlined in this agreement:

- CE-TEK 4000 Enclosure box
 - Box serial #DFS4K-23-12244
- Phillips OnSite AED Model M5066A
 - AED serial #A23L-05964
- Stop the Bleed kit (disposable sealed kit)

III. General Understanding and Agreements. WCEMA and the City agree to the following general terms and conditions:

- A. The AED enclosure and contents including the AED are property of WCEMA.
- B. The AED enclosure is to be installed in a place selected by WCEMA and the City on publicly owned property. The City shall provide for the installation of the enclosure or authorize a representative of WCEMA to install it. The City shall provide the electrical connection to the enclosure.
- C. WCEMA shall not be held responsible for any damage to the City property where the enclosure is installed to due to vandalism or failure of the enclosure. The City is responsible for the inspection of the installation and electrical connection.
- D. WCEMA reserves the right to reassign the location of the enclosure based on community needs.

IV. Specific Duties of the Parties. The parties agree to the following duties in respect to the enclosure:

- A. WCEMA agrees to:

1. provide insurance coverage for the enclosure contents.
2. provide maintenance services for the enclosure and its contents.
3. provide free training available online via the Agency website www.wapelloready.org and periodic in-person training within the community.
4. provide an annual report to the City Council on the status and use of the equipment.

B. The City agrees to:

1. provide funding to maintain equipment per the manufacturer's expiration date OR upon use of the equipment/supplies. WCEMA will provide an estimated cost schedule before ratifying this agreement.
2. maintain the electrical service connection.

V. Expiration Date. This Memorandum of Understanding has no expiration date and shall remain in effect until either party agrees to terminate it.

VI. Modification or Termination. This agreement may be modified only upon the written consent of each party. Either party may terminate this agreement by providing a thirty-day written notice of termination to the other party. Upon termination of this agreement, WCEMA assumes full control of the enclosure and contents.

IN WITNESS WHEREOF and consideration of the mutual covenants set forth above, the Wapello County Emergency Management and the City of Ottumwa execute this agreement by signing their names below, effective upon the date set forth.

WAPELLO COUNTY EMERGENCY MANAGEMENT AGENCY

By _____
Tim Richmond, Administrator

Date: _____

CITY OF OTTUMWA, IOWA

By Richard W. Johnson
Richard W. Johnson, Mayor

Date: March 19, 2024

Wapello County EMA **Community Responder** Program

AED/STB Station sustainability costs (2024 costs)

The recurring cost of this program is extremely affordable and a great investment in our communities. This is a perfect force extender for our EMS teams.

AED:



**Philips Heartstart
Onsite / Home / Frx
Battery**

\$189 USD



**Philips Onsite Pads
Cartridge**

\$79 USD



**Philips Onsite
Pediatric Pads
Cartridge**

\$115 USD

- Pads typically are good for two years*
- Batteries are good for 4 to 5 years**
- Pediatric pads currently are not installed with the units but can be easily added.

Cabinet:

Electricity- Minor cost

- 100w heater for the cold days. AED batteries do not like being cold and it drains their power. The heater ensures a steady state so the AED can perform at its best.
- Lighting. The cabinet is equipped with a string of LED lights that shine through the inspection window making it easy to find at night.

Maintenance:

- Monthly checks conducted by EMA. EMA will track expiration dates and let the partnering agency know when it is time to replace. If the unit is used in a rescue, EMA will assist with getting the unit back in service. Also can be checked by community members such as staff with the partnering agency with a one-minute training.

*unless used in a real-life rescue

**depends on installation date and temperature regulation



Community Responder Program

Automated External Defibrillator and Stop the Bleed kit cabinet
Tools to allow the lay public to assist our EMS teams



Cardiac Arrest

CPR ALONE = **9%**
CHANCE OF SURVIVAL

CPR + AED = **OVER 50%**
CHANCE OF SURVIVAL

#fact:
every minute
without CPR
survival rate
decreases
by 10%



Call for Help



Start CPR



Restart Heart

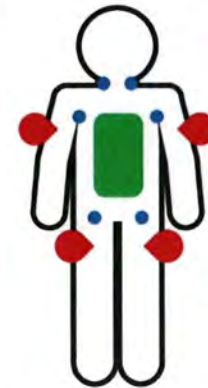
Severe Bleeding

People can
bleed to death
in minutes.



A major cause of
death in all age
groups.

Leading cause of
death for people
under the age of
46.



**TOURNIQUET
THE LIMBS**

**PACK THE
JUNCTIONS**

**SEAL THE
BOX**

**BE READY
TO SAVE A LIFE**

FREE online training available at
www.wapelloready.org/training OR

in the **Wapello Life** app



WAPELLO LIFE

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 19, 2024

Police
Department

Lt. Mickey Hucks
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Consideration of a State and Community Highway Safety Grant FY2025 application to the Governor's Traffic Safety Bureau.

 ****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 grant submission and authorize the Mayor and Chief of Police to sign the application and contract upon receipt.

DISCUSSION: The Police Department has partnered with the Governor's Traffic Safety Bureau since 1988 to enhance our traffic safety efforts. Previous grants have been used to purchase traffic safety related equipment and to pay overtime wages for special traffic enforcement activities. This partnership has helped us to combat both personal injury and alcohol related crashes.

We have been invited to submit an application for a one year grant FY25. This proposal requests \$30,000.00 in grant funding to be used for enforcement overtime wages and an additional \$20,000.00 for equipment (Replace 4 in-car video systems). The grant will pay 100% of the overtime wages and \$5000 per in-car video system.

Source of Funds:

Budgeted Item: Budget Amendment Needed.

554649 - 2025 GTSB LE Highway Safety Grants

Application Details

Funding Opportunity: 550540-2025 GTSB LE Highway Safety Grants
Funding Opportunity Due Date: Mar 29, 2024 11:59 PM
Program Area: Governor's Traffic Safety Bureau
Status: Editing
Stage: Final Application

Initial Submit Date:
Initially Submitted By:
Last Submit Date:
Last Submitted By:

Contact Information

Primary Contact Information

First Name*: Mickey Middle Name Hucks
First Name Last Name
Title: Lieutenant
Email*: hucksm@ottumwa.us
Address*: 330 W. Second St.
Law Center

Ottumwa Iowa 52501
City State/Province Postal Code/Zip
Phone*: 641-683-0633 Ext.
Phone
###-###-####
Fax: 641-683-4584
###-###-####

Organization Information

Name*: Ottumwa Police Department
Organization Type*: City Government

DUNS: 10-670-8212
##-###-####
Tax Id:
Unique Entity Identifier (UEI):
Organization Website: <http://www.cityofottumwa.org>
Address*: 330 West Second Street

Ottumwa Iowa 52501
City State/Province Postal Code/Zip
Phone*: (641) 683-0636 Ext.
###-###-####
Fax: (641) 683-0656
###-###-####

Contact Information

Subrecipient Information

Subrecipient Information

Type the name of the agency exactly as it will appear in the project agreement. Do not use all caps or all lower case.
Example: Anytown Police Department

Subrecipient Name (Agency or Company)*: Ottumwa Police Department
Mailing Address*: 330 W. Second St.
City*: Ottumwa Iowa 52501
County*: Wapello County
Phone Number*: 641-683-0661
Fax Number: 641-683-4584
Web Site*: <https://www.ottumwa.us/departments/police/>

Subrecipient Designee

The person listed below will be the individual with authority to sign the project agreement and supporting documents. Type the name exactly as it will appear in the project agreement. Do not use all caps or all lower case.

Please enter the title of the subrecipient designee. Example: Director, Chief, Sheriff, Ms. Mr.

Subrecipient Designee Name*: Chad Farrington
First Name Last Name
Title*: Chief
E-mail Address*: farringtonc@ottumwa.us

Key Personnel Information

The subrecipient hereby assigns the duties and responsibilities of the project administration to the persons listed below. Key Personnel will be listed in the agreement and given access to Iowa Grants. Type the name exactly as it will appear in the agreement. Do not use all caps or all lower case.

Please enter the title of the key personnel. Example: Officer, Deputy, Clerk, Ms. Mr.

Key Personnel Name*: Mickey Hucks
First Name Last Name

Key Personnel Title*: Lieutenant

Key Personnel E-mail Address*: hucksm@ottumwa.us

Key Personnel Phone Number*: 641-683-0633 Ext

Additional Key Personnel Information

| Does the applicant wish to add another Key Personnel? | Key Personnel Name | Key Personnel Last Name | Key Personnel Title | Key Personnel E-mail Address | Key Personnel Phone Number | Key Personnel Extension |
|--|---------------------------|--------------------------------|----------------------------|-------------------------------------|-----------------------------------|--------------------------------|
|--|---------------------------|--------------------------------|----------------------------|-------------------------------------|-----------------------------------|--------------------------------|

No Data for Table

Payment Information

Does the applicant participate in Electronic Funds Transfer (EFT)?*: No

Visit EFT Form to sign up for Electronic Funds Transfer.

Did the applicant complete the EFT Form?: No
Mail or fax the completed form to:
Department Admin Services - State Accounting Enterprise
Attn: EFT Coordinator
Hoover State Office Building - 3rd Floor
Des Moines, IA 50319
Fax Number: (515) 281-5255
Phone Number: (515) 281-0246

Payment Information

The information entered below will be used to issue reimbursement payments and can be obtained from the subrecipient's finance department.

Issue Payment To (City/County/Sheriff's Office/Business)*: Ottumwa Police Department

Payment Mailing Address*: 330 W. Second St.

Payment City*: Ottumwa Iowa 52501

The person listed below will be the individual who will handle financial issues. Type the name exactly as it will appear in your agreement. Do not use all caps or all lower case.

Please enter the title of the financial person. Example: Auditor, Clerk, etc.

Financial Contact Name*: Cole O'Donnell
First Name Last Name

Financial Person Title*: Finance Director
Finance Phone Number*: 641-683-0622
Finance E-mail*: odonnellc@ottumwa.us

State Agency Accounting String

Grantee/1st Party

**FUND-DEPT-UNIT-SUB UNIT-
REV-PRGM:**

Grantor/2nd Party

**FUND-DEPT-ORGN-SUB ORGN-
OBJECT:**

Agency Data and Information

EIN/Tax Identification Number

EIN/Tax Identification Number*: 42-6005094

Unique Entity ID

To view the UEI, log into SAM.gov, use the search function to find the entity, and enter both the UEI into the application. Click here for an example.

Unique Entity ID*: EBZ4BALLJJV6

Exclusion Verification

An exclusion record from SAM.gov identifies parties excluded from receiving federal financial and non-financial assistance and benefits. Exclusions are also referred to as "suspensions" and "debarments."

The city clerk, county auditor, or finance person should be able to provide this information.

Click [HERE](#) for an Exclusion sample. Business name and identifying information is redacted on the sample for privacy. Please do not redact the information on the form uploaded.

If further assistance is needed, please click on the "Help" button at the search screen and search for exclusions.

Please visit the SAM Website to obtain documentation of the exclusion and upload here.

Exclusion Verification*: SAM.gov.pdf

Federal Audit Response

Is a single audit required?*: Yes

End Date of Fiscal Year: 06/30/2023

Please select the correct response:

Findings - The audit report contains audit findings related to the federal awards provided by the Governor's Traffic Safety

Bureau. A copy of the audit report is uploaded in the Federal Clearinghouse.

No Findings - The report was conducted in accordance with Government Auditing Standards. Neither the Schedule of Findings and Questioned Costs or the Summary Schedule of Prior Audit Findings related to the Governor's Traffic Safety Bureau federal award(s). A copy of the audit report is uploaded in the Federal Clearinghouse.

Audit Required; not yet completed - A single audit is required, however, the audit is not yet completed but will be uploaded in the Federal Clearinghouse when completed.

Audit Response : Audit Required But Not Yet Completed

Officer Data

| | | |
|-----------------------------|----------------------|---------------------|
| Full Time Officers*: | 40 | \$50.51 |
| | FT Officers Employed | Avg. OT Rate of Pay |
| Part Time Officers: | 0 | \$0.00 |
| | PT Officers Employed | Avg. OT Rate of Pay |

Equipment

| | |
|--|--|
| Patrol Vehicles*: | 14 |
| | Include both marked and unmarked vehicles. |
| In-Car Video Cameras*: | 14 |
| Lidars*: | 2 |
| Radars*: | 14 |
| Preliminary Breath Test Devices*: | 14 |
| Speed Trailers*: | 1 |
| Speed Signs*: | 0 |
| Impaired Driving Goggles*: | 1 |

Project Description

Traffic Data

Provide the traffic crash data in the agency jurisdiction for the previous three calendar years (January 1 - December 31).

Information should be obtained at Iowa Crash Analysis Tool. Click the following links for ICAT Instructions and ICAT Website

If data is not available for activity/year combination, enter 0.

| | | | |
|---------------------------------|-------|-------|-------|
| Total Traffic Crashes *: | 282 | 357 | 356 |
| | CY #1 | CY #2 | CY #3 |

Using TraCS or other internal system, provide the enforcement activity for the entire agency for the previous three Federal Fiscal years (October 1 - September 30). Include all citations and warnings for each category.

If data is not available for activity/year combination, enter 0.

| | | | |
|------------------------------------|--------|--------|--------|
| Impaired Driving Contacts*: | 525 | 669 | 580 |
| | FFY #1 | FFY #2 | FFY #3 |

Occupant Protection Contacts*: 74 78 37
FFY #1 FFY #2 FFY #3

Speed Contacts*: 121 189 174
FFY #1 FFY #2 FFY #3

Provide the level of occupant protection compliance rate for the city or county for the previous three Federal Fiscal years (October 1 - September 30) using the May data.

If previously a 405d (Impaired Driving contract) or data is not available for activity/year combination, enter 0.

Occupant Protection Compliance Rate*: 94.00% 94.00% 96.00%
FFY #1 FFY #2 FFY #3

Cost Effectiveness

Provide the total number of contacts while working GTSB overtime for each of the previous three Federal Fiscal Years, (October 1 - September 30).

If data is not available, enter 0.

Total Number of GTSB Contacts*: 496 613 500
FFY #1 FFY #2 FFY #3

Provide the total project agreement GTSB overtime enforcement dollars expended during each of the previous three Federal Fiscal Years. (October 1 - September 30).

If data is not available, enter 0.

Total GTSB Overtime Dollars Expended*: \$14,128.03 \$13,104.81 \$12,000.00
FFY #1 FFY #2 FFY #3

Cost per contact: \$28.48 \$21.38 \$24.00
FFY #1 FFY #2 FFY #3

Impaired Driving

Problem identification indicates what the overall issue is to be addressed for impaired driving.

The problem identification should clearly present:

Who? - Older adults, youth, etc.

When? - Is it day, night, weekends, holidays, etc?

Where? - In school districts, on rural roads, in crosswalks, etc.

Why? - Why do these things occur, during these hours, etc.?

Describe the impaired driving issues in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding impaired driving in the area.

Problem Identification IMPAIRED DRIVING*:

Impaired driving in Ottumwa during 2023 decreased from previous years. The department had 525 impaired person contacts with a result of 33 drug/alcohol related crashes. Of the 525 contacts the department made 216 OWI-alcohol/drug arrests. The locations throughout the city varied similarly did the age range of offenders. Crash data indicates all days of the week totaled 55 accidents reported between the hours of 8PM to 4AM. These hours are typically driven by persons that potentially under the influence of alcohol/drugs. We believe with continued focus on directed enforcement throughout the city is essential to reduce crash numbers and impaired driving.

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem. i.e.

What is your goal to reduce the problem?

Examples: Reduce impaired driving related crashes in our city/community by 5% from the previous year crashes during the contract year. (89 to 85)

Increase patrol presence in the entertainment district by 10% each month from the previous year. (32 hours to 35 hours)

Goals IMPAIRED DRIVING*:

The goal for the department is to reduce the impaired driving related crashes by 10% from 33 to 30. The department will increase directed overtime during evening hours where alcohol is served by increasing directed patrol activities. The department will increase OWI arrests by 3% from 216 to 223. The department K9 teams are active and on separate shifts so that the department has good coverage when they are working. The K9 teams have participated in numerous traffic stops and searches that resulted in narcotics seized. The department will utilize the K9 teams during joint operations during the project year. The department will participate with the Ottumwa School District to conduct parking lot searches to assist with the reduction of illegal narcotics usage and driving while impaired by younger drivers. The department will provide public service announcements for impaired driving throughout the year. The information will focus on preventing and lowering impaired driving by the public.

Objectives indicate how the goal(s) will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Increase the impaired driving arrests by 2.0 percent from 4,966 (2014-2018 rolling average) to 5,065, based on past trends, by the end of the project agreement year.

Provide 17 educational programs related to impaired driving to the community during the project agreement year; 10 of which will be geared towards young drivers.

Conduct 8 hours of high visibility OWI enforcement each month.

Objectives IMPAIRED DRIVING*:

The department will conduct both high-visibility traffic enforcement, covert enforcement in and around traffic areas in the city during the evening hours when impaired/aggressive driving occurs. The department will conduct at least 2 joint projects with sister departments focusing on impairment. The department added two K9 units to the Patrol division FY23 to increase our presence on the roadways. The added K9 teams will reduce drug trafficking in and around the Ottumwa area. By reducing the availability of drugs in the city, the reduction of drug impaired driving will decrease. The department is requesting 4 replacement in-car camera systems to replace 4 systems purchased 2017/2018 by GTSB for our department. The new systems will improve court room testimony and evidence procedures for successful prosecutions. The department will distribute media release information prior to major holidays linked to impaired driving during the FY24.

Occupant Protection

Problem identification indicates what the overall issue is to be addressed for occupant protection.

The problem identification should clearly present:

Who? - Older adults, youth, etc.

When? - Is it day, night, weekends, holidays, etc?

Where? - In school districts, on rural roads, in crosswalks, etc.

Why? - Why do these things occur, during these hours, etc.?

Describe the occupant protection issues in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding occupant protection in the area.

Problem Identification

OCCUPANT PROTECTION*:

Occupant protection enforcement is important in our community to lower accident related injury. The department responded to 282 total crashes in 2023. The vast majority of accidents were property damage at 186, minor/unknown injury 48, serious injury crash 10 and 1 fatality accident. In 2023, occupant protection was 94% during the compliance checks.

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem. i.e. What is your goal to reduce the problem?

Examples: To increase the observed seat belt use of front seat occupants 4.1 percentage points from the 20XX calendar year usage rate 79.7% to 83.8% by the end of the project agreement year.

Achieve a 96% occupant protection compliance rate in the community.

Goals OCCUPANT PROTECTION*:

The goal of the department is to continue trending above the average for occupant protection compliance rate during observed seat belt surveys above 94% for 2023. The department will increase occupant protection by increasing contacts from 74 in 2023 to 100 in 2024. The department will utilize public media releases prior to high volume holidays during the year to increase compliance.

Objectives indicate how the goal(s) will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Achieve 480 contacts for occupant protection during the project agreement year.

Educate 2,000 new student drivers in the city/county on the importance of wearing a seat belt during the project agreement year.

Participate in 1 fit station event and distribute 10 car safety seats each month in our community during the project agreement year.

Objectives OCCUPANT PROTECTION*:

The department will conduct directed projects towards occupant protection both during the day and evening. The department will provide educational information to new drivers at the High School via the School Resource Officers. The department will conduct 2 occupant protection surveys throughout the year to measure compliance.

Speed

Problem identification indicates what the overall issue is to be addressed for speeding.

The problem statement should clearly present:

Who? - Older adults, youth, etc.

When? - Is it day, night, weekends, holidays, etc?

Where? - In school districts, on rural roads, in crosswalks, etc.

Why? - Why do these things occur, during these hours, etc.?

Describe the speeding issues in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding speeding in the area.

Problem Identification SPEED*:

Safety of the motoring public in and around the Ottumwa area is one of the department's primary missions. The department is committed to reduce high speed accidents. The department in 2023 had 121 speed related contacts. Speed continues to be a factor in accidents and affects reaction time for the motoring public. Speed has

played a major impact on accidents as the faster vehicles travel the slower the decision and reaction time can be to avoid accidents. The department will lower accidents by conducting speed enforcement in Ottumwa.

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem. i.e.

What is your goal to reduce the problem?

Examples: Reduce speed-related fatal and personal injury crashes by 22.5 percent from 284 (2014-2018 rolling average) to 220, by the end of the project agreement.

Reduce vehicle collisions resulting from speed by 3% from the previous year. (1,000 from 1,030)

Goals SPEED*:

The department goal is to increase speed contacts by 10% from 121 to 133. The department will reduce vehicle collisions resulting from speed related causes from 68 to 61 or 10%.

Objectives indicate how the goal(s) will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Conduct 10 pedestrian contacts monthly for vehicles failing to yield to pedestrians while working a speed project in the same area.

Initiate 250 contacts for speeding violations before and after school hours on the rural roadways near the community high school during the project agreement.

Achieve 500 speed contacts during the project agreement.

Objectives SPEED *:

The department will conduct high-visibility traffic enforcement and at least 2 projects where speed enforcement is conducted. The department will provide information to the media to educate the public on traffic safety measures including enforcement projects during holidays. The department will conduct at least 500 hours of enforcement. The department will partner with adjacent departments to conduct speed enforcement during directed projects. The department will increase speed contacts from 121 to 133 during the year.

Additional Traffic Safety Issue

Does the agency have an Yes No
additional traffic safety issue to be addressed? This may include pedestrian, bicycles, teen drivers, older drivers, etc.*:

Problem identification indicates what the overall issue is to be addressed.

The problem statement should clearly present:

Who? - Older adults, youth, etc.

When? - Is it day, night, weekends, holidays, etc?

Where? - In school districts, on rural roads, in crosswalks, etc.

Why? - Why do these things occur, during these hours, etc.?

Describe the other traffic safety issue in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding the other traffic issue in the area.

Problem Identification

ADDITIONAL TRAFFIC ISSUE:

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem. i.e.

What is your goal to reduce the problem?

Examples: Reduce distracted driving related crashes in our city/community by 5% from the previous year crashes during the project agreement year. (90 to 85)

Increase patrol presence while pedestrians are present in the school zone by 10% each month from the previous year. (40 hours to 44 hours)

Goals ADDITIONAL TRAFFIC

ISSUE:

Objectives indicate how the goal(s) will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Increase the texting while driving arrests by 5.0 percent from 66 (2019-2020 rolling average) to 70, based on past trends, by the end of the agreement year.

Provide 3 CarFit events during the project agreement year offering older drivers the opportunity to check how well their personal vehicles "fit".

Conduct 8 hours of high visibility enforcement each month on rural or county roads.

Objectives ADDITIONAL

TRAFFIC ISSUE:

LE Budget

Personnel Services

| Funding Type | Amount | Number of Overtime Hours | Total Amount Requested |
|---|--------------------|---------------------------------|-------------------------------|
| Overtime for Impaired Driving Enforcement | \$15,000.00 | 250.00 | \$15,000.00 |
| Overtime for General Enforcement | \$15,000.00 | 250.00 | \$15,000.00 |
| | \$30,000.00 | | \$30,000.00 |

Equipment

| Quantity of Item to be purchased | Item to be purchased | Maximum GTSB Reimbursement Amount per Item | Total Amount Other Item - Requested Please Specify. |
|---|-----------------------------|---|--|
| 4 | In-Car Video Camera | \$5,000.00 | \$20,000.00 |
| | | | \$20,000.00 |

Comments

Comments

Limited to 2000 characters or approximately 1/2 typed page:

The department is in the process, with GTSB funding, to replace older HD models that have 5 or more years of service with the H2 model. The integration will assist Officers with evidence collection, prosecutions and officer safety with each contact made during traffic stops. Currently, we are working to replace 4 in-car systems purchased 12/26/2017 and 4 purchased 11/29/2018. The HD models will not be supported by the manufacturer any longer during the next grant year period. We will still be able to use the older HD models, however as they have mechanical or connectivity issues, we will need to replace with the new model H2 for that reason.

Minority Impact Statement (2020)

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique positive impact on minority persons? *:

No

Describe the positive impact expected from this project.:

Detail the rationale for the existence of the proposed program or policy.:

Indicate the group(s) positively impacted.:

Could the proposed grant program or policy have a disproportionate or unique negative impact on minority persons? *:

No

Describe the negative impact expected from this project.:

Detail the rationale for the existence of the proposed program or policy. :

Indicate the group(s) negatively impacted.:

Explain how you provided consultation with representatives of the minority groups impacted.:

I hereby certify the information above is complete and accurate to the best of my knowledge.*:

Yes

Lieutenant Mickey Hucks
Title First Name Last Name

received
3-12-24 10 AM

Item No. I.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 57-2024 - Approve Collective Bargaining Agreement with Ottumwa Public Works Employees Union, Teamster's Local #238

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #57-2024.

DISCUSSION: Our current Collective Bargaining Agreement with the Ottumwa Public Works Employees Union is expiring June 30, 2024. Attached is the updated Agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Public Works Employees, commencing on July 1, 2024 and continuing through June 30, 2026.

This contract has been reviewed, voted upon and ratified by the union membership. A summary of the agreed upon revisions follows:

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

Items to note that changed in the contract:

- 1) 2-year contract
- 2) Update contract to they/theirs instead of she/his
- 3) Article 7 – Sick
 - a. Update to “sick pay”
 - b. Section 9 – remove – default will be to the leave of absence policy the City has already established
- 4) Article 8 – Incentive Pay
 - a. Clarify incentive leave for full-time employees only
- 5) Article 9 – Leave with Pay
 - a. Section 4 - Add “Upon approval of the department head, the employee may use the leave within 12 months of the date of death. The employee must provide the department head with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employees relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the department head or their designee.”
- 6) Article 10
 - a. Section 1 - remove– default will be to the leave of absence policy the City has already established
- 7) Article 11 - Vacation
 - a. Section 6 - Remove formula as employees are paid out their balances
- 8) Article 16 – Job Classification, Salary Schedules, and Longevity
 - a. Section 3 – remove time
- 9) Article 17 – Probationary Period
 - a. Section 2 – Remove “Part-time employees accrue no benefits other than those specifically addressed in this Agreement”.
 - i. Replace with “Part-time employees accrue benefits as stated in the respective sections in this agreement. Part-time employees may qualify for insurance benefits according to state and federal law.”
- 10) Article 18 – Hours of Work / Duty
 - a. Section 1 – remove “up to one hour shall be allowed for lunch period” and replace with “The employee shall be allowed an unpaid one- half hour lunch break and two (2) paid fifteen (15) minute breaks that cannot be combined with the lunch hour.”
 - b. Remove current section 3 and replace with – Employees are required to punch in and out when taking their lunch breaks. Employees are not required to punch in and out for their paid breaks as they are recallable to work at any time during said breaks.

RESOLUTION NO. 57-2024

RESOLUTION AUTHORIZING THE APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OTTUMWA, IOWA AND OTTUMWA PUBLIC WORKS EMPLOYEES UNION, TEAMSTER'S LOCAL #238

WHEREAS, the City of Ottumwa, Iowa had approved a Collective Bargaining Agreement between the City of Ottumwa and the Ottumwa Public Works Employees Union, Teamster's Local #238 on February 4, 2020 commencing on July 1, 2020 through June 30, 2024 and;

WHEREAS, a retention and recertification election was conducted in October 2023 and ordered on November 13, 2023 that Teamsters #238 is recertified as the exclusive bargaining representative of the bargaining unit of Public Works Employees of the City of Ottumwa, and;

WHEREAS, staff drafted a proposed list of revisions to the current contract and presented, negotiated and reached a tentative agreement of the proposal with the Ottumwa Public Works Employees Union, Teamster's Local #238, and;

WHEREAS, the Ottumwa Public Works Employees Union, Teamster's Local #238 held a vote and has ratified the tentative agreement, and;

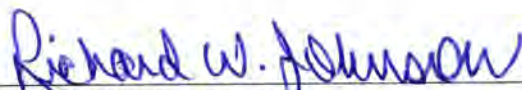
WHEREAS, the City Council of the City of Ottumwa, Iowa desires to ratify the same tentative agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the attached tentative agreement for the Collective Bargaining Agreement by and between the City of Ottumwa, Iowa and the Ottumwa Public Works Employees Union, Teamster's Local #238 is hereby ratified.

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor is hereby authorized and directed to execute said tentative agreement.

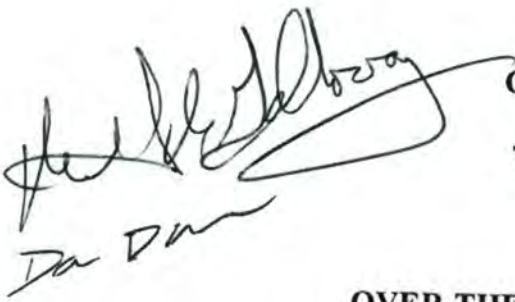
PASSED, ADOPTED and APPROVED this 19th day of March 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



CITY OF OTTUMWA, IOWA

TENTATIVE AGREEMENT

TO

**OVER-THE-ROAD, CITY TRANSFER DRIVER' S
TEAMSTER' S LOCAL #238
PUBLIC WORKS, PARKS, AIRPORT
AND CEMETERY EMPLOYEES)**

February 13, 2024

Notes: If the Union has made a proposal to which no specific response is set out herein, the City's response to such a proposal is that it not be included in the contract.

This proposal is a package proposal, and it must be accepted in its entirety or it will be considered to have been rejected.

The City explicitly reserves the right to alter, withdraw, add to, or amend any part or all of the following proposal.

The City reserves the right to refuse to submit permissive subjects of bargaining to impasse.

- 1) 2-year contract
- 2) Update contract to they/theirs instead of she/his
- 3) Article 7 – Sick
 - a. Update to “sick pay”
 - b. Section 9 – remove – default will be to the leave of absence policy the City has already established
- 4) Article 8 – Incentive Pay
 - a. Clarify incentive leave for full-time employees only
- 5) Article 9 – Leave with Pay
 - a. Section 4 - Add “Upon approval of the department head, the employee may use the leave within 12 months of the date of death. The employee must provide the department head with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employees relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the department head or their designee.”
- 6) Article 10
 - a. Section 1 - remove– default will be to the leave of absence policy the City has already established
- 7) Article 11 - Vacation
 - a. Section 6 - Remove formula as employees are paid out their balances
- 8) Article 16 – Job Classification, Salary Schedules, and Longevity
 - a. Section 3 – remove time
- 9) Article 17 – Probationary Period
 - a. Section 2 – Remove “Part-time employees accrue no benefits other than those specifically addressed in this Agreement”.
 - i. Replace with “Part-time employees accrue benefits as stated in the respective sections in this agreement. Part-time employees may qualify for insurance benefits according to state and federal law.”

10) Article 18 – Hours of Work / Duty

- a. Section 1 – remove “up to one hour shall be allowed for lunch period” and replace with “The employee shall be allowed an unpaid one- half hour lunch break and two (2) paid fifteen (15) minute breaks that cannot be combined with the lunch hour.”
- b. Remove current section 3 and replace with – Employees are required to punch in and out when taking their lunch breaks. Employees are not required to punch in and out for their paid breaks as they are recallable to work at any time during said breaks.

11) Article 19 – Overtime

- a. Section 4 – Remove current and replace with:
 - i. Employees will receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours per week. Overtime pay is not allowable for attendance of conventions, meetings or business trips.
 - ii. In the event of call-backs, employees will receive time and one-half (1 ½) and be guaranteed two (2) hours work. The guaranteed two (2) hours of call-back pay is only allowed if the employee is called back after their shift has ended. In the even the employee is called in early to their shift, the employee will be paid time and one-half (1 ½) for the amount worked and will not be guaranteed the two (2) hours of call-back pay.
- b. Section 8 – change pay out to January instead of November of each year (to allow UKG to track and pay out properly)
- c. Section 9 – Remove
- d. Add section - There will be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid, will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedules or trade off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled shift of an employee, will not be considered overtime.

12) Exhibit A - Wages

- a. 3.2% COLA for FY25
- b. 3% COLA for FY26
- c. Remove last sentence and replace with – “Raises and payroll and benefit adjustments will be effective the date of the employee anniversary in position”.

| FY2025 - 3.2% COLA | | | | | | |
|-------------------------------------|---------|----------|-----------|---------|---------|---------|
| Title | Hire | 6 months | 12 months | 2 years | 3 years | 4 years |
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| Landfill Groundskeeper | \$13.84 | \$14.02 | \$14.25 | \$14.65 | \$15.11 | \$15.56 |
| Custodian | \$20.85 | \$21.14 | \$21.47 | \$22.12 | \$22.82 | \$23.55 |
| Utility Worker | \$20.85 | \$21.14 | \$21.47 | \$22.12 | \$22.82 | \$23.55 |
| Cemetery Maintenance Worker | \$21.01 | \$21.35 | \$21.65 | \$22.35 | \$23.03 | \$23.71 |
| Lab Technician | \$21.14 | \$21.47 | \$21.82 | \$22.50 | \$23.15 | \$23.90 |
| Engineering Aide | \$21.14 | \$21.47 | \$21.82 | \$22.50 | \$23.15 | \$23.90 |
| Beach Maintenance Worker | \$21.14 | \$21.47 | \$21.82 | \$22.50 | \$23.15 | \$23.90 |
| Utility Worker Demanufacturing Cert | \$21.41 | \$21.70 | \$22.06 | \$22.72 | \$23.46 | \$24.19 |
| Equipment Operator | \$21.65 | \$22.00 | \$22.38 | \$23.07 | \$23.74 | \$24.55 |
| Airport Maintenance Worker | \$21.65 | \$22.00 | \$22.38 | \$23.07 | \$23.74 | \$24.55 |
| Engineering Assistant | \$21.95 | \$22.13 | \$22.51 | \$23.16 | \$23.92 | \$24.70 |

| | | | | | | |
|-------------------------------------|---------|---------|---------|---------|---------|---------|
| Landfill Operator | \$22.00 | \$22.39 | \$22.69 | \$23.48 | \$24.14 | \$24.91 |
| Maintenance Electrician | \$22.06 | \$22.44 | \$22.73 | \$23.51 | \$24.21 | \$24.97 |
| Solid Waste Operating Mechanic | \$22.50 | \$23.05 | \$23.49 | \$24.33 | \$25.22 | \$26.15 |
| WPCF Maintenance Technician | \$22.51 | \$23.19 | \$23.18 | \$23.95 | \$24.70 | \$25.59 |
| WPCF Plant Operator | \$22.56 | \$22.96 | \$23.24 | \$24.04 | \$24.77 | \$25.59 |
| Mechanic | \$22.69 | \$23.08 | \$23.48 | \$24.14 | \$24.92 | \$25.76 |
| Pre-Treatment Coordinator | \$23.55 | \$23.92 | \$24.30 | \$25.08 | \$25.85 | \$26.71 |
| Engineering Assistant II | \$23.55 | \$23.92 | \$24.30 | \$25.08 | \$25.85 | \$26.71 |
| Design Tech | \$23.55 | \$23.92 | \$24.30 | \$25.08 | \$25.85 | \$26.71 |
| Maintenance Electrician / HVAC Tech | \$25.21 | \$25.66 | \$26.11 | \$27.00 | \$27.95 | \$28.94 |
| Master Electrician | \$25.88 | \$26.36 | \$26.77 | \$27.60 | \$28.57 | \$29.47 |
| Design Technician II | \$26.75 | \$27.18 | \$27.59 | \$28.50 | \$29.44 | \$30.40 |
| Master Electrician / HVAC Tech | \$29.41 | \$29.93 | \$30.43 | \$31.50 | \$32.60 | \$33.74 |

FY2026 - 3% COLA

| Title | Hire | 6 months | 12 months | 2 years | 3 years | 4 years |
|-------------------------------------|------------------------|----------|-----------|---------|---------|---------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Landfill Groundskeeper | \$14.25 | \$14.45 | \$14.68 | \$15.09 | \$15.56 |
| Custodian | \$21.47 | \$21.77 | \$22.11 | \$22.78 | \$23.50 | \$24.26 |
| Utility Worker | \$21.47 | \$21.77 | \$22.11 | \$22.78 | \$23.50 | \$24.26 |
| Cemetery Maintenance Worker | \$21.64 | \$21.99 | \$22.30 | \$23.02 | \$23.73 | \$24.42 |
| Lab Technician | \$21.77 | \$22.11 | \$22.47 | \$23.17 | \$23.84 | \$24.62 |
| Engineering Aide | \$21.77 | \$22.11 | \$22.47 | \$23.17 | \$23.84 | \$24.62 |
| Beach Maintenance Worker | \$21.77 | \$22.11 | \$22.47 | \$23.17 | \$23.84 | \$24.62 |
| Utility Worker Demanufacturing Cert | \$22.06 | \$22.35 | \$22.73 | \$23.41 | \$24.16 | \$24.92 |
| Equipment Operator | \$22.30 | \$22.66 | \$23.06 | \$23.76 | \$24.45 | \$25.29 |
| Airport Maintenance Worker | \$22.30 | \$22.66 | \$23.06 | \$23.76 | \$24.45 | \$25.29 |
| Engineering Assistant | \$22.61 | \$22.79 | \$23.18 | \$23.85 | \$24.64 | \$25.44 |
| Landfill Operator | \$22.66 | \$23.07 | \$23.37 | \$24.18 | \$24.86 | \$25.66 |
| Maintenance Electrician | \$22.73 | \$23.11 | \$23.42 | \$24.21 | \$24.94 | \$25.72 |
| Solid Waste Operating Mechanic | \$23.17 | \$23.75 | \$24.19 | \$25.06 | \$25.98 | \$26.94 |
| WPCF Maintenance Technician | \$23.18 | \$23.88 | \$23.87 | \$24.67 | \$25.44 | \$26.36 |
| WPCF Plant Operator | \$23.24 | \$23.65 | \$23.94 | \$24.76 | \$25.51 | \$26.36 |
| Mechanic | \$23.37 | \$23.77 | \$24.18 | \$24.86 | \$25.67 | \$26.53 |
| Pre-Treatment Coordinator | \$24.26 | \$24.64 | \$25.03 | \$25.83 | \$26.63 | \$27.51 |
| Engineering Assistant II | \$24.26 | \$24.64 | \$25.03 | \$25.83 | \$26.63 | \$27.51 |
| Design Tech | \$24.26 | \$24.64 | \$25.03 | \$25.83 | \$26.63 | \$27.51 |
| Maintenance Electrician / HVAC Tech | \$25.97 | \$26.43 | \$26.89 | \$27.81 | \$28.78 | \$29.81 |
| Master Electrician | \$26.66 | \$27.15 | \$27.57 | \$28.42 | \$29.42 | \$30.36 |
| Design Technician II | \$27.55 | \$28.00 | \$28.41 | \$29.36 | \$30.33 | \$31.31 |
| Master Electrician / HVAC Tech | \$30.29 | \$30.83 | \$31.35 | \$32.44 | \$33.58 | \$34.75 |

received
3-12-24 10 Apr

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 58-2024 - Approve Collective Bargaining Agreement with Ottumwa Municipal Employees Union, Teamster's Local #238

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #58-2024.

DISCUSSION: Our current Collective Bargaining Agreement with the Ottumwa Municipal Employees Union is expiring June 30, 2024. Attached is the updated Agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Municipal Employees, commencing on July 1, 2024 and continuing through June 30, 2026.

This contract has been reviewed, voted upon and ratified by the union membership. A summary of the agreed upon revisions follows:

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

Items to note that changed in the contract:

- 1) 2-year contract
- 2) Update contract to they/theirs instead of she/his
- 3) Article 7 – Sick
 - a. Update to “sick pay”
 - b. Dependent sick leave change to 80 hours to match rest of the City
 - c. Section 9 – remove – default will be to the leave of absence policy the City has already established
- 4) Article 8 – Incentive Pay
 - a. Clarify incentive leave for full-time employees only
- 5) Article 9 – Leave with Pay
 - a. Section 4 - Add “Upon approval of the department head, the employee may use the leave within 12 months of the date of death. The employee must provide the department head with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employees relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the department head or their designee.”
- 6) Article 10
 - a. Section 1 - remove– default will be to the leave of absence policy the City has already established
- 7) Article 11 - Vacation
 - a. Section 6 - Remove formula as employees are paid out their balances
- 8) Article 16 – Job Classification, Salary Schedules, and Longevity
 - a. Section 3 – remove time
- 9) Article 17 – Probationary Period
 - a. Section 2 – Remove “Part-time employees accrue no benefits other than those specifically addressed in this Agreement”.
 - i. Replace with “Part-time employees accrue benefits as stated in the respective sections in this agreement. Part-time employees may qualify for insurance benefits according to state and federal law.”
- 10) Article 18 – Hours of Work / Duty
 - a. Section 1 – remove and replace with:
 - b. The regular workweek for employees covered hereunder will be forty (40) hours. The regular workday (shift) will consist of eight (8) hours or ten (10) hours, normally worked consecutively, except for meals and similar authorized interruptions. The employee shall be allowed an unpaid one- half hour lunch break and two (2) paid fifteen (15) minute breaks that cannot be combined with the lunch hour.”
 - c. Remove section 2

RESOLUTION NO. 58-2024

RESOLUTION AUTHORIZING THE APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OTTUMWA, IOWA AND OTTUMWA MUNICIPAL EMPLOYEES UNION, TEAMSTER'S LOCAL #238

WHEREAS, the City of Ottumwa, Iowa had approved a Collective Bargaining Agreement between the City of Ottumwa and the Ottumwa Municipal Employees Union, Teamster's Local #238 on February 4, 2020 commencing on July 1, 2020 through June 30, 2024 and;

WHEREAS, a retention and recertification election was conducted in October 2023 and ordered on November 13, 2023 that Teamsters #238 is recertified as the exclusive bargaining representative of the bargaining unit of Municipal Employees of the City of Ottumwa, and;

WHEREAS, staff drafted a proposed list of revisions to the current contract and presented, negotiated and reached a tentative agreement of the proposal with the Ottumwa Municipal Employees Union, Teamster's Local #238, and;

WHEREAS, the Ottumwa Municipal Employees Union, Teamster's Local #238 held a vote and has ratified the tentative agreement, and;

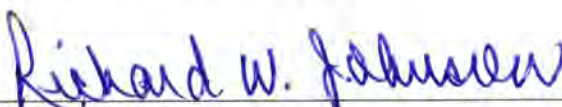
WHEREAS, the City Council of the City of Ottumwa, Iowa desires to ratify the same tentative agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the attached tentative agreement for the Collective Bargaining Agreement by and between the City of Ottumwa, Iowa and the Ottumwa Municipal Employees Union, Teamster's Local #238 is hereby ratified.



BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor is hereby authorized and directed to execute said tentative agreement.

PASSED, ADOPTED and APPROVED this 19th day of March 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

Philip Rath

From: Daniel Custer <dcuster@iowalabor.com>
Sent: Wednesday, February 21, 2024 8:01 AM
To: Michael Galloway; Philip Rath; Barb Codjoe
Subject: Teamsters Public Works and Municipal Ratification

Follow Up Flag: Follow up
Flag Status: Completed

All,

The Public Works Unit has ratified the tentative agreement that we reached last week: 3.2% and 3.0%, and retaining permissive language in the contract.

The Municipal Unit has also ratified the City's final offer that included the same terms: 3.2% and 3.0%, and retaining permissive language in the contract.

Please let me know if you have any questions.

Thanks,

Drake Custer
Business Agent
Teamsters 238
(402)217-1271
Get [Outlook for iOS](#)

CITY OF OTTUMWA, IOWA

TENTATIVE AGREEMENT

TO

**OVER-THE-ROAD, CITY TRANSFER DRIVER' S
TEAMSTER' S LOCAL #238
PUBLIC WORKS, PARKS, AIRPORT
AND CEMETERY EMPLOYEES)**

February 13, 2024

Notes: If the Union has made a proposal to which no specific response is set out herein, the City's response to such a proposal is that it not be included in the contract.

This proposal is a package proposal, and it must be accepted in its entirety or it will be considered to have been rejected.

The City explicitly reserves the right to alter, withdraw, add to, or amend any part or all of the following proposal.

The City reserves the right to refuse to submit permissive subjects of bargaining to impasse.

- 1) 2-year contract
- 2) Update contract to they/theirs instead of she/his
- 3) Article 7 – Sick
 - a. Update to “sick pay”
 - b. Section 9 – remove – default will be to the leave of absence policy the City has already established
- 4) Article 8 – Incentive Pay
 - a. Clarify incentive leave for full-time employees only
- 5) Article 9 – Leave with Pay
 - a. Section 4 - Add “Upon approval of the department head, the employee may use the leave within 12 months of the date of death. The employee must provide the department head with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employees relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the department head or their designee.”
- 6) Article 10
 - a. Section 1 - remove– default will be to the leave of absence policy the City has already established
- 7) Article 11 - Vacation
 - a. Section 6 - Remove formula as employees are paid out their balances
- 8) Article 16 – Job Classification, Salary Schedules, and Longevity
 - a. Section 3 – remove time
- 9) Article 17 – Probationary Period
 - a. Section 2 – Remove “Part-time employees accrue no benefits other than those specifically addressed in this Agreement”.
 - i. Replace with “Part-time employees accrue benefits as stated in the respective sections in this agreement. Part-time employees may qualify for insurance benefits according to state and federal law.”

10) Article 18 – Hours of Work / Duty

- a. Section 1 – remove “up to one hour shall be allowed for lunch period” and replace with “The employee shall be allowed an unpaid one- half hour lunch break and two (2) paid fifteen (15) minute breaks that cannot be combined with the lunch hour.”
- b. Remove current section 3 and replace with – Employees are required to punch in and out when taking their lunch breaks. Employees are not required to punch in and out for their paid breaks as they are recallable to work at any time during said breaks.

11) Article 19 – Overtime

- a. Section 4 – Remove current and replace with:
 - i. Employees will receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours per week. Overtime pay is not allowable for attendance of conventions, meetings or business trips.
 - ii. In the event of call-backs, employees will receive time and one-half (1 ½) and be guaranteed two (2) hours work. The guaranteed two (2) hours of call-back pay is only allowed if the employee is called back after their shift has ended. In the even the employee is called in early to their shift, the employee will be paid time and one-half (1 ½) for the amount worked and will not be guaranteed the two (2) hours of call-back pay.
- b. Section 8 – change pay out to January instead of November of each year (to allow UKG to track and pay out properly)
- c. Section 9 – Remove
- d. Add section - There will be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid, will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedules or trade off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled shift of an employee, will not be considered overtime.

12) Exhibit A - Wages

- a. 3.2% COLA for FY25
- b. 3% COLA for FY26
- c. Remove last sentence and replace with – “Raises and payroll and benefit adjustments will be effective the date of the employee anniversary in position”.

| FY2025 - 3.2% COLA | | | | | | |
|-------------------------------------|---------|----------|-----------|---------|---------|---------|
| Title | Hire | 6 months | 12 months | 2 years | 3 years | 4 years |
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| Landfill Groundskeeper | \$13.84 | \$14.02 | \$14.25 | \$14.65 | \$15.11 | \$15.56 |
| Custodian | \$20.85 | \$21.14 | \$21.47 | \$22.12 | \$22.82 | \$23.55 |
| Utility Worker | \$20.85 | \$21.14 | \$21.47 | \$22.12 | \$22.82 | \$23.55 |
| Cemetery Maintenance Worker | \$21.01 | \$21.35 | \$21.65 | \$22.35 | \$23.03 | \$23.71 |
| Lab Technician | \$21.14 | \$21.47 | \$21.82 | \$22.50 | \$23.15 | \$23.90 |
| Engineering Aide | \$21.14 | \$21.47 | \$21.82 | \$22.50 | \$23.15 | \$23.90 |
| Beach Maintenance Worker | \$21.14 | \$21.47 | \$21.82 | \$22.50 | \$23.15 | \$23.90 |
| Utility Worker Demanufacturing Cert | \$21.41 | \$21.70 | \$22.06 | \$22.72 | \$23.46 | \$24.19 |
| Equipment Operator | \$21.65 | \$22.00 | \$22.38 | \$23.07 | \$23.74 | \$24.55 |
| Airport Maintenance Worker | \$21.65 | \$22.00 | \$22.38 | \$23.07 | \$23.74 | \$24.55 |
| Engineering Assistant | \$21.95 | \$22.13 | \$22.51 | \$23.16 | \$23.92 | \$24.70 |

| | | | | | | |
|-------------------------------------|---------|---------|---------|---------|---------|---------|
| Landfill Operator | \$22.00 | \$22.39 | \$22.69 | \$23.48 | \$24.14 | \$24.91 |
| Maintenance Electrician | \$22.06 | \$22.44 | \$22.73 | \$23.51 | \$24.21 | \$24.97 |
| Solid Waste Operating Mechanic | \$22.50 | \$23.05 | \$23.49 | \$24.33 | \$25.22 | \$26.15 |
| WPCF Maintenance Technician | \$22.51 | \$23.19 | \$23.18 | \$23.95 | \$24.70 | \$25.59 |
| WPCF Plant Operator | \$22.56 | \$22.96 | \$23.24 | \$24.04 | \$24.77 | \$25.59 |
| Mechanic | \$22.69 | \$23.08 | \$23.48 | \$24.14 | \$24.92 | \$25.76 |
| Pre-Treatment Coordinator | \$23.55 | \$23.92 | \$24.30 | \$25.08 | \$25.85 | \$26.71 |
| Engineering Assistant II | \$23.55 | \$23.92 | \$24.30 | \$25.08 | \$25.85 | \$26.71 |
| Design Tech | \$23.55 | \$23.92 | \$24.30 | \$25.08 | \$25.85 | \$26.71 |
| Maintenance Electrician / HVAC Tech | \$25.21 | \$25.66 | \$26.11 | \$27.00 | \$27.95 | \$28.94 |
| Master Electrician | \$25.88 | \$26.36 | \$26.77 | \$27.60 | \$28.57 | \$29.47 |
| Design Technician II | \$26.75 | \$27.18 | \$27.59 | \$28.50 | \$29.44 | \$30.40 |
| Master Electrician / HVAC Tech | \$29.41 | \$29.93 | \$30.43 | \$31.50 | \$32.60 | \$33.74 |

| FY2026 - 3% COLA | | | | | | |
|-------------------------------------|---------|----------|-----------|---------|---------|---------|
| Title | Hire | 6 months | 12 months | 2 years | 3 years | 4 years |
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| Landfill Groundskeeper | \$14.25 | \$14.45 | \$14.68 | \$15.09 | \$15.56 | \$16.03 |
| Custodian | \$21.47 | \$21.77 | \$22.11 | \$22.78 | \$23.50 | \$24.26 |
| Utility Worker | \$21.47 | \$21.77 | \$22.11 | \$22.78 | \$23.50 | \$24.26 |
| Cemetery Maintenance Worker | \$21.64 | \$21.99 | \$22.30 | \$23.02 | \$23.73 | \$24.42 |
| Lab Technician | \$21.77 | \$22.11 | \$22.47 | \$23.17 | \$23.84 | \$24.62 |
| Engineering Aide | \$21.77 | \$22.11 | \$22.47 | \$23.17 | \$23.84 | \$24.62 |
| Beach Maintenance Worker | \$21.77 | \$22.11 | \$22.47 | \$23.17 | \$23.84 | \$24.62 |
| Utility Worker Demanufacturing Cert | \$22.06 | \$22.35 | \$22.73 | \$23.41 | \$24.16 | \$24.92 |
| Equipment Operator | \$22.30 | \$22.66 | \$23.06 | \$23.76 | \$24.45 | \$25.29 |
| Airport Maintenance Worker | \$22.30 | \$22.66 | \$23.06 | \$23.76 | \$24.45 | \$25.29 |
| Engineering Assistant | \$22.61 | \$22.79 | \$23.18 | \$23.85 | \$24.64 | \$25.44 |
| Landfill Operator | \$22.66 | \$23.07 | \$23.37 | \$24.18 | \$24.86 | \$25.66 |
| Maintenance Electrician | \$22.73 | \$23.11 | \$23.42 | \$24.21 | \$24.94 | \$25.72 |
| Solid Waste Operating Mechanic | \$23.17 | \$23.75 | \$24.19 | \$25.06 | \$25.98 | \$26.94 |
| WPCF Maintenance Technician | \$23.18 | \$23.88 | \$23.87 | \$24.67 | \$25.44 | \$26.36 |
| WPCF Plant Operator | \$23.24 | \$23.65 | \$23.94 | \$24.76 | \$25.51 | \$26.36 |
| Mechanic | \$23.37 | \$23.77 | \$24.18 | \$24.86 | \$25.67 | \$26.53 |
| Pre-Treatment Coordinator | \$24.26 | \$24.64 | \$25.03 | \$25.83 | \$26.63 | \$27.51 |
| Engineering Assistant II | \$24.26 | \$24.64 | \$25.03 | \$25.83 | \$26.63 | \$27.51 |
| Design Tech | \$24.26 | \$24.64 | \$25.03 | \$25.83 | \$26.63 | \$27.51 |
| Maintenance Electrician / HVAC Tech | \$25.97 | \$26.43 | \$26.89 | \$27.81 | \$28.78 | \$29.81 |
| Master Electrician | \$26.66 | \$27.15 | \$27.57 | \$28.42 | \$29.42 | \$30.36 |
| Design Technician II | \$27.55 | \$28.00 | \$28.41 | \$29.36 | \$30.33 | \$31.31 |
| Master Electrician / HVAC Tech | \$30.29 | \$30.83 | \$31.35 | \$32.44 | \$33.58 | \$34.75 |

received
3-12-24 10AM

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Administration
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 69-2024 - Approve Collective Bargaining Agreement with Ottumwa Association of Professional Firefighters Local 395

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #69-2024.

DISCUSSION: Our current Collective Bargaining agreement with the Ottumwa Firefighters Union is expiring June 30, 2024. Attached is the updated agreement by and between the City of Ottumwa, Iowa and the Local 395, International Association of Firefighters, commencing on July 1, 2024 and continuing through June 30, 2028.

This contract has been reviewed, voted upon and ratified by the union membership. A summary of the agreed upon revisions follows:

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

Items to note that changed in the contract:

- 1) 4-year contract
- 2) Update contract to they/theirs instead of she/his
- 3) All Accruals for accrued pay will be adjusted to reflect 24 hour shifts.
- 4) Vacation
 - a. Updated accrual chart and reflected time take to reflect 24 hour shifts
 - b. Shortened time that a new employee can use vacation from 1 year to 180 calendar days
 - c. Removed sections that no longer apply due to shifting accruals
- 5) Insurance
 - a. added section that there are no benefit plan changes for year 1 of contract
 - b. Removed stipulation of 3-tier drug program
 - c. updated section to comply with federal law regarding age of children
- 6) Grievance Procedure
 - a. updated to change timeframe from 7 days to 10 days
- 7) Overtime
 - a. Added clarification that the overtime rate (regular rate of pay) is the hourly base rate plus longevity
 - b. Enforcing overtime is paid at the rate of 1.5 the regular rate of pay
 - c. Added a section discussing Section 7(k) of the Fair Labor Standards Act and how that applies to the department (106 worked hours in a 14 day period)
 - d. Reinforced no pyramiding of overtime
- 8) Bereavement Leave
 - a. Added wording that employees may use the leave within 12 months of said death with proof of attendance to HR.
- 9) Pay
 - a) Employees will be paid bi-weekly for the hours worked during the pay period.
 - b) Added that step increases happen on the anniversary date in position, not the next pay period.
 - c) Added a wage increase for year 2 in position

FY 2025 - Wage adjustment of 5.5% and 3% COLA

FY2026 - Wage adjustment of 4.5% and 3% COLA

FY2027 - 2.25% COLA

RESOLUTION NO. 69-2024

RESOLUTION AUTHORIZING THE APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OTTUMWA, IOWA AND OTTUMWA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

WHEREAS, the City of Ottumwa, Iowa had approved a Collective Bargaining Agreement between the City of Ottumwa and the Ottumwa Firefighters Union, the Local 395 International Association of Firefighters on February 4, 2020 commencing on July 1, 2020 through June 30, 2024 and;

WHEREAS, a retention and recertification election was conducted in October 2023 and ordered on November 13, 2023 that the Local 395 International Association of Firefighters is recertified as the exclusive bargaining representative of the bargaining unit of Municipal Employees of the City of Ottumwa, and;

WHEREAS, staff drafted a proposed list of revisions to the current contract and presented, negotiated and reached a tentative agreement of the proposal with the Ottumwa Firefighters Union, the Local 395 International Association of Firefighters, and;

WHEREAS, the Ottumwa Firefighters Union, the Local 395 International Association of Firefighters held a vote and has ratified the tentative agreement, and;

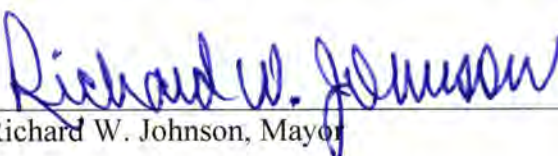
WHEREAS, the City Council of the City of Ottumwa, Iowa desires to ratify the same tentative agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the attached tentative agreement for the Collective Bargaining Agreement by and between the City of Ottumwa, Iowa and the Ottumwa Firefighters Union, the Local 395 International Association of Firefighters is hereby ratified.

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor is hereby authorized and directed to execute said tentative agreement.

PASSED, ADOPTED and APPROVED this 19th day of March 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

~~FINAL OFFER~~ *Tentative Agreement*

TO

OTTUMWA ASSOCIATION OF
PROFESSION FIREFIGHTERS
LOCAL 395
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
February 5, 2024

Notes: If the Union has made a proposal to which no specific response is set out herein, the City's response to such a proposal is that it not be included in the contract.

This proposal is a package proposal, and it must be accepted in its entirety or it will be considered to have been rejected.

The City explicitly reserves the right to alter, withdraw, add to, or amend any part or all of the following proposal.

The City reserves the right to refuse to submit permissive subjects of bargaining to impasse.

Note: The City has identified proposal #9 as a permissive subject of bargaining.

1 - The parties agree to modify / clean up contract for flow and change all references of "he" or "she" to "they".

2 – All accruals for accrued pay will be adjusted to reflect 24 shifts.

3 - Vacation

| Years of Service | Vacation hours annually | Bi-Weekly Accrual Rate |
|------------------|-------------------------|------------------------|
| 0 – 5 years | 144 | 5.54 |
| 6 – 12 years | 216 | 8.31 |
| 13 – 20 years | 288 | 11.07 |
| 21 years + | 360 | 13.85 |

- Strike current section 2 and replace with:
 - Before a new employee can use vacation time, a waiting period of 180 calendar days (six months) must be completed, unless there's a planned vacation that the Fire Chief is informed of upon hire and that time off has been approved.
- Added to new section 3 of contract:
 - Section 3. Vacation is taken in weekly periods, one week at a time. A week of vacation for Fire employees equals three (3) twenty-four (24) hour shifts.
- Delete current sections 3, 4, 5, 6 and 9.

- Strike the formula in section 8.

3 - Insurance

- 1) Strike last sentence of section 1. (three-tier drug card program in an effort to provide other options for prescriptions.)
- 2) Add section "No benefit plan changes for year 1 of contract".
- 3) Strike section 4
 - a. Replace with "Plan Design: The employees covered by this contract shall be eligible to participate in the health insurance plan design that has been implemented for all other employees of the City."
- 4) Changed coverage for children until 25 with "in compliance with State and Federal law".
- 5) Removed the deductible requirements due to requests of options of plans with a higher deductible.

5 – Grievance Procedure (Current Article 11) - The parties agree to change timeframe from 7 days to 10 business days.

6 – Overtime (Current article 16)

- Delete current section 5 and replace with following:
 - The regular hourly rate for overtime pay shall be computed by taking the hourly base rate plus longevity.
- Updated current Article 16, section 7 – add the following phrase to the end of the first sentence.
 - "Or compensatory time"
- Add new section
 - In accordance with Section 7(k) of the Fair Labor Standards Act, the work period for twenty-four (24) hour shift personnel shall consist of fourteen (14) days, and for regularly scheduled hours in excess of one hundred and six (106) hours, employees shall be paid at the overtime rate of 1 ½ times the employee's regular hourly rate of pay for each such hour.
 - There will be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid, will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedules or trade off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled shift of an employee, will not be considered overtime.

7 – Bereavement Leave (Current Article 7)

- Strike section 2 and replace with the following:
 - In the case of death of the employee's spouse, children, stepchildren, adoptive children, father, mother, father or mother-in-law, brother, sister, brother or sister-in-law, son or daughter-in-law, grandparents or grandchildren, an employee shall be granted five (5) calendar days off work beginning with the day after said death. If the funeral is more than 400 miles away from Ottumwa, the employee shall be granted a minimum of seven

(7) calendar days off work. Upon approval of the Fire Chief, the employee may use the leave within 12 month of the date of death. The employee must provide the Fire Chief with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employees relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the Fire Chief or their designee.

8 - Employees will be paid bi-weekly for the hours worked during that pay period.

9 - Duration of Agreement

Four (4) year agreement, open for wage negotiations in year four (4)

10 - Wages

- 1) Pay increases will happen on the anniversary date in position.
- 2) Added a wage for year 2 in position
 - a. Changed year 3 to a lower percentage increase due to the increase in year 2.
- 3) Removed that wages are paid at noon each Friday.

July 1, 2024 – 5.5% wage adjustment and 3% COLA

| July 1, 2024 - June 30, 2025 - Wage adjustment and COLA | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|-------------|
| Job | Hire | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Rookie Firefighter | \$17.84 | | | | | |
| | \$51,958.21 | | | | | |
| Firefighter 1 year | | \$18.59 | \$19.37 | | | |
| | | \$54,141.60 | \$56,416.73 | | | |
| Firefighter 1st Class (three years) | | | | \$20.86 | \$21.54 | \$22.56 |
| | | | | \$60,737.04 | \$62,716.92 | \$65,691.38 |
| Master Firefighter | | | | \$23.12 | \$23.42 | \$24.41 |
| | | | | \$67,336.83 | \$68,191.20 | \$71,070.74 |
| Captain | | | | \$25.00 | \$25.31 | \$26.36 |
| | | | | \$72,811.11 | \$73,697.12 | \$76,766.52 |
| Assistant Fire Chief | | | | \$27.68 | \$28.06 | \$29.18 |
| | | | | \$80,606.87 | \$81,708.86 | \$84,982.40 |

July 1, 2025 – 4.5% wage adjustment and 3% COLA

| July 1, 2025 - June 30, 2026 - Wage adjustment and COLA | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|-------------|
| Job | Hire | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Rookie Firefighter | \$19.21 | | | | | |
| | \$55,925.22 | | | | | |
| Firefighter 1 year | | \$20.01 | \$20.85 | | | |
| | | \$58,275.31 | \$60,724.15 | | | |
| Firefighter 1st Class (three years) | | | | \$22.45 | \$23.18 | \$24.28 |
| | | | | \$65,374.31 | \$67,505.35 | \$70,706.92 |
| Master Firefighter | | | | \$24.89 | \$25.21 | \$26.27 |
| | | | | \$72,478.00 | \$73,397.60 | \$76,496.99 |
| Captain | | | | \$26.91 | \$27.24 | \$28.37 |
| | | | | \$78,370.24 | \$79,323.90 | \$82,627.64 |
| Assistant Fire Chief | | | | \$30.52 | \$30.93 | \$32.17 |
| | | | | \$88,867.06 | \$90,081.97 | \$93,690.97 |

July 1, 2026 – 2.25% COLA

| July 1, 2026 - June 30, 2027 – 2.25% COLA | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|-------------|
| Job | Hire | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Rookie Firefighter | \$19.64 | | | | | |
| | \$57,183.54 | | | | | |
| Firefighter 1 year | | \$20.46 | \$21.32 | | | |
| | | \$59,586.50 | \$62,090.44 | | | |
| Firefighter 1st Class (three years) | | | | \$22.96 | \$23.70 | \$24.83 |
| | | | | \$66,845.24 | \$69,024.22 | \$72,297.83 |
| Master Firefighter | | | | \$25.45 | \$25.77 | \$26.86 |
| | | | | \$74,108.75 | \$75,049.04 | \$78,218.17 |
| Captain | | | | \$27.52 | \$27.85 | \$29.01 |
| | | | | \$80,133.57 | \$81,108.69 | \$84,486.77 |
| Assistant Chief | | | | \$31.20 | \$31.63 | \$32.90 |
| | | | | \$90,866.57 | \$92,108.82 | \$95,799.02 |

Del Cio, L395 President

Phil Ratt

2/5/2024

received
3-14-24 1145A

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 19, 2024

Phillip Burgmeier
Prepared By

Engineering
Department

Phillip Burgmeier *SM*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #71-2024. Awarding the contract for the Asphalt Street Repair Program 2024.

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

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

RECOMMENDATION: Pass and adopt Resolution #71-2024.

DISCUSSION: This project is for our annual asphalt street repair program, which started in 2003, and is used to set unit price cost. The work will consist of overlays on various streets in the city. Staff have reviewed the sewer conditions and ADA requirements for each of the streets listed below.

Streets scheduled for overlay: East Main Street from Foster Park east approximately 1000' and Herman Avenue from Main Street to Branham Avenue. Additional street overlays will depend on what route RAGBRAI takes.

Plans for the project were posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement was published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on March 13, 2024 at 2:00 p.m. One (1) bid was received. The low bidder is Norris Asphalt Paving Co. LC of Ottumwa, Iowa in the amount of \$1,534,812.50 (this includes a base bid total of \$1,423,185.00 and an alternate bid total of \$111,627.50).

Bid Tab and Plan Holders List are attached.

Funding Source:

- \$ 721,083.23 FY 2015/2016
- \$ 790,514.51 FY 2016/2017
- \$ 744,032.05 FY 2017/2018
- \$ 610,181.86 FY 2018/2019
- \$ 381,577.34 FY 2019/2020
- \$ 347,303.13 FY 2020/2021
- No program FY 2021/2022
- \$ 756,074.15 FY 2022/2023
- \$ 364,128.62 FY 2023/2024
- \$ 750,000.00 FY 2024/2025 (Total Budget for Street Maintenance Contractual Services)

RESOLUTION #71-2024

A RESOLUTION AWARDING THE CONTRACT FOR THE ASPHALT STREET REPAIR
PROGRAM 2024

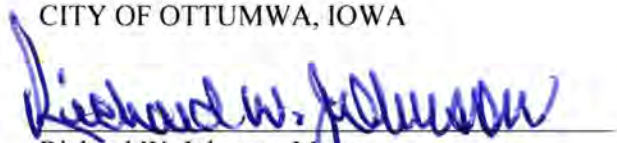
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Norris Asphalt Paving Company of Ottumwa, Iowa in the amount of \$1,534,812.50 (this includes a base bid total of \$1,423,185.00 and an alternate bid total of \$111,627.50) based on total unit price and estimated quantities.

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, Norris Asphalt Paving Co. LC of Ottumwa, Iowa in the amount of \$1,534,812.50 (this includes a base bid total of \$1,423,185.00 and an alternate bid total of \$111,627.50).

APPROVED, PASSED, AND ADOPTED, this 19th day of March 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

PLAN HOLDERS LIST

**Asphalt Street Repair Program 2024
Ottumwa, Iowa 52501**

Engineer's Estimate: \$1,495,475.50

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

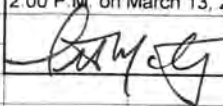
| Set No | Name & Address of Plan Holder | Phone/Fax | Plans Mailed | Deposit Received | Plans Returned Refund Mailed | Addendum No. 1 |
|--------|--|------------------------------|--------------------------|------------------|------------------------------|--------------------------------|
| 1 | Norris Asphalt Paving Co 14242 Terminal Ave Ottumwa, IA 52501 stevel@norrisasphalt.com | 641-682-3427 | City Website 3/5/2024 | | | e-mailed 3/7/2024 |
| 2 | Hogan Company LLC 31630 Castle Ct Dyersville, IA 52040 kevinhogan6@icloud.com | 563-690-8565 | City Website 3/7/2024 | | | on City website 3/7/24 - pm |
| 3 | | | | | | |
| 4 | | | | | | |
| | | | | | | |
| | | | | | | |
| | Master Builders 221 Park Street Des Moines, IA 50309 CAAdams@mbionline.com | 800-362-2578 515-288-8718 | e-mailed 2/21/2024 | | | e-mailed 3/7/2024 |
| | City of Ottumwa 105 E Third St Ottumwa, IA 52501 | 641-683-0680 | e-mailed 2/21/2024 | | | e-mailed 3/7/2024 |

2024 ASPHALT STREET REPAIR PROGRAM

Bid Tabulation

| ITEM | DESCRIPTION | RANGE | UNIT | QTY | Engineers Estimate | | Norris Asphalt | |
|----------------------------|---|------------|------|------|--------------------|--------------|-----------------------|-----------------------|
| | | | | | PRICE | EXTENSION | PRICE | EXTENSION |
| 1 | 2303-0031500-HMA-Base Course (1,000,000ESAL) | 100-250 | TN | 100 | \$ 205 50 | \$20,550 00 | \$ 200 00 | \$20,000 00 |
| 2 | 2303-0031500-HMA-Base Course (1,000,000ESAL) | 250-500 | TN | 250 | \$ 165 00 | \$41,250 00 | \$ 167 00 | \$41,750 00 |
| 3 | 2303-0031500- HMA-Base Course (1,000,000ESAL) | 500-750 | TN | 500 | \$ 155 00 | \$77,500 00 | \$ 163 25 | \$81,625 00 |
| 4 | 2303-0031500- HMA-Base Course (1,000,000ESAL) | 750-1000 | TN | 750 | \$ 152 00 | \$114,000 00 | \$ 158 00 | \$118,500 00 |
| 5 | 2303-0031500- HMA-Base Course (1,000,000ESAL) | 1000-1500 | TN | 1000 | \$ 148 00 | \$148,000 00 | \$ 154 00 | \$154,000 00 |
| 6 | 2303-0031500- HMA-Base Course (1,000,000ESAL) | 1500-2000 | TN | 1500 | \$ 146 00 | \$219,000 00 | \$ 153 00 | \$229,500 00 |
| 7 | 2303-0033500-HMA-Surface Course (1,000,000ESAL) | 100-250 | TN | 100 | \$ 211 00 | \$21,100 00 | \$ 205 00 | \$20,500 00 |
| 8 | 2303-0033500-HMA-Surface Course (1,000,000ESAL) | 250-500 | TN | 250 | \$ 170 00 | \$42,500 00 | \$ 172 00 | \$43,000 00 |
| 9 | 2303-0033500-HMA-Surface Course (1,000,000ESAL) | 500-750 | TN | 500 | \$ 162 00 | \$81,000 00 | \$ 168 25 | \$84,125 00 |
| 10 | 2303-0033500-HMA-Surface Course (1,000,000ESAL) | 750-1000 | TN | 750 | \$ 155 00 | \$116,250 00 | \$ 163 00 | \$122,250 00 |
| 11 | 2303-0033500-HMA-Surface Course (1,000,000ESAL) | 1000-1500 | TN | 1000 | \$ 152 00 | \$152,000 00 | \$ 156 00 | \$156,000 00 |
| 12 | 2303-0033500-HMA-Surface Course (1,000,000ESAL) | 1500-2000 | TN | 1500 | \$ 150 00 | \$225,000 00 | \$ 155 00 | \$232,500 00 |
| 13 | 2599-9999006-Tack Coat Emulsion | 500-1500 | GL | 500 | \$ 5 35 | \$2,675 00 | \$ 5 50 | \$2,750 00 |
| 14 | 2121-7425022-Compacted Granular Shoulders, Type B | 50-500 | TN | 50 | \$ 50 00 | \$2,500 00 | \$ 50 00 | \$2,500 00 |
| 15 | 2303-3400000-Manhole Adjustment (if needed) | 1 | EA | 1 | \$ 2,000 00 | \$2,000 00 | \$ 4,000 00 | \$4,000 00 |
| 16 | 2318-1001210- Full Depth Reclamation (8" Depth) | 4000-10000 | SY | 4000 | \$ 12 00 | \$48,000 00 | \$ 11 00 | \$44,000 00 |
| 17 | 2318-1001230- Mineral Stabilizing Agent, Fly Ash, Type-C | 217-541 | TN | 217 | \$ 310 00 | \$67,270 00 | \$ 305 00 | \$66,185 00 |
| BASE BID TOTAL | | | | | | | \$1,380,595.00 | \$1,423,185.00 |
| ALTERNATE BID ITEM | | | | | | | | |
| 18 | 2102-2710070 Excavation, Class 10, Roadway and Borrow | 10-500 | CY | 10 | \$ 45 00 | \$450 00 | \$ 45 00 | \$450 00 |
| 19 | 2102-2710080 Excavation, Class 10, Unsuitable or Unstable | 10-500 | CY | 10 | \$ 45 00 | \$450 00 | \$ 55 00 | \$550 00 |
| 20 | 2113-0001100 Subgrade Stabilization Material, Polymer Grid | 10-500 | SY | 10 | \$ 8 50 | \$85 00 | \$ 10 00 | \$100 00 |
| 21 | 2212-5070310-HMA Full Depth Patch | 50-500 | SY | 50 | \$ 95 00 | \$4,750 00 | \$ 110 00 | \$5,500 00 |
| 22 | 2212-5070310-PCC Full Depth Patch | 50-500 | SY | 50 | \$ 200 00 | \$10,000 00 | \$ 185 00 | \$9,250 00 |
| 23 | 2214-5145150-HMA Pavement Scarification (0-4" Depth)-Header | 50-500 | SY | 50 | \$ 40 00 | \$2,000 00 | \$ 40 00 | \$2,000 00 |
| 24 | 2214-5145150-PCC Pavement Scarification (0-4" Depth)-Header | 50-500 | SY | 50 | \$ 55 00 | \$2,750 00 | \$ 55 00 | \$2,750 00 |
| 25 | 2214-5145150-HMA Pavement Scarification (0-2" Depth)-Mainline | 50-1000 | SY | 50 | \$ 15 00 | \$750 00 | \$ 12 80 | \$640 00 |
| 26 | 2214-5145150-HMA Pavement Scarification (0-2" Depth)-Mainline | 1001-4000 | SY | 1001 | \$ 12 00 | \$12,012 00 | \$ 9 75 | \$9,759 75 |
| 27 | 2214-5145150-HMA Pavement Scarification (2.01"-4" Depth) Mainline | 50-1000 | SY | 50 | \$ 21 00 | \$1,050 00 | \$ 21 50 | \$1,075 00 |
| 28 | 2214-5145150-HMA Pavement Scarification (2.01"-4" Depth)-Mainline | 1001-4000 | SY | 1001 | \$ 15 00 | \$15,015 00 | \$ 12 75 | \$12,762 75 |
| 29 | 2214-5145150-PCC Pavement Scarification (0-2" Depth)-Mainline | 50-1000 | SY | 50 | \$ 22 00 | \$1,100 00 | \$ 23 00 | \$1,150 00 |
| 30 | 2214-5145150-PCC Pavement Scarification (0-2" Depth)-Mainline | 1001-4000 | SY | 1001 | \$ 16 50 | \$16,516 50 | \$ 18 00 | \$18,018 00 |
| 31 | 2214-5145150-PCC Pavement Scarification (2.01"-4" Depth) Mainline | 50-1000 | SY | 50 | \$ 27 50 | \$1,375 00 | \$ 28 00 | \$1,400 00 |
| 32 | 2214-5145150-PCC Pavement Scarification (2.01"-4" Depth)-Mainline | 1001-4000 | SY | 1001 | \$ 22 00 | \$22,022 00 | \$ 22 00 | \$22,022 00 |
| 33 | 2511-67459000-Removal of Sidewalk | 50-1000 | SY | 50 | \$ 19 00 | \$950 00 | \$ 16 00 | \$800 00 |
| 34 | 2511-7526004-Sidewalk, PCC, 4 in. | 50-500 | SY | 50 | \$ 110 00 | \$5,500 00 | \$ 112 00 | \$5,600 00 |
| 35 | 2511-7526006-Sidewalk, PCC, 6 in. | 50-500 | SY | 50 | \$ 126 50 | \$6,325 00 | \$ 132 00 | \$6,600 00 |
| 36 | 2511-7528100-Detectable Warnings for Curb Ramps | 50-500 | SF | 50 | \$ 77 00 | \$3,850 00 | \$ 75 00 | \$3,750 00 |
| 37 | 2515-2475006 Driveway, P.C. Concrete, 6 in. | 20-250 | SY | 20 | \$ 75 00 | \$1,500 00 | \$ 132 00 | \$2,640 00 |
| 38 | 2515-6745600 Removal of Paved Driveway | 20-250 | SY | 20 | \$ 19 00 | \$380 00 | \$ 16 00 | \$320 00 |
| 39 | 2512-1725256-Curb and Gutter, PCC 2.5' | 50-500 | LF | 50 | \$ 75 00 | \$3,750 00 | \$ 45 00 | \$2,250 00 |
| 40 | 2213-6745500-Removal of Curb and Gutter | 50-500 | LF | 50 | \$ 16 00 | \$800 00 | \$ 16 00 | \$800 00 |
| 41 | 2528-8445113 - Flagger | 1 | EA | 1 | \$ 600 00 | \$600 00 | \$ 575 00 | \$575 00 |
| 42 | 2528-8445115 - Pilot Car | 1 | EA | 1 | \$ 900 00 | \$900 00 | \$ 865 00 | \$865 00 |
| ALTERNATE BID TOTAL | | | | | | | \$114,880.50 | \$111,627.50 |
| TOTAL PROJECT BID | | | | | | | \$1,495,475.50 | \$1,534,812.50 |

I hereby certify that this is a true tabulation of the bids received at
2:00 P.M. on March 13, 2024 by:

 3-13-2024

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 19, 2024

Phillip Burgmeier
Prepared By

Engineering
Department

Phillip Burgmeier *SW*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #72-2024. Awarding the South Milner (Portafield to Hand) Street 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 #72-2024.

DISCUSSION: The project will consist of full width, full depth reconstruction of South Milner Street from West Hand Avenue to Portafield Street. The project will include the installation of new storm sewer system to separate the existing combined system.

Bids were received and opened by the City of Ottumwa on March 13, 2024 at 2:00 p.m.. Eight (8) bids were received, and the low bidder is Drish Construction of Fairfield, Iowa, in the amount of \$887,685.30.

Bid Tab and Plan Holders list are attached.

Funding: \$1,240,000.00

Estimated Cost: \$1,256,326.00

RESOLUTION #72-2024

A RESOLUTION AWARDING THE SOUTH MILNER STREET (PORTAFIELD TO HAND)
RECONSTRUCTION PROJECT

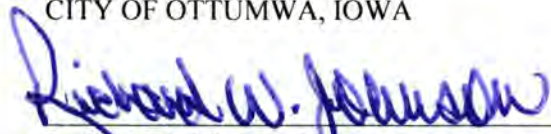
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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 the above referenced project is made to the lowest responsible bidder, Drish Construction of Fairfield, Iowa, in the amount of \$887,685.30.

APPROVED, PASSED, AND ADOPTED, this 19th day of March, 2024.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



Plan Holder Report as of 03/14/2024 09:01 AM CDT

South Milner Street Reconstruction Project - Ottumwa, IA

Quest eBidDoc™ Number: 8994953

Closing Date: Wed, 03/13/2024 02:00 PM CDT Posting Type: Construction Project Owner Name: City of Ottumwa Solicitor Name: Garden & Associates

Contact: Faith Systma Phone: 641 672 2526 Email: fsytsma@gardenassociates.net

| <u>Company Name & Address</u> | <u>Contact Name/Email Address</u> | <u>Phone/Fax</u> | <u>Bus. Cert</u> | <u>Bus. Desig</u> | <u>Entry Date</u> | <u>Doc Type</u> | <u>Comments</u> |
|---|--|-------------------------------|------------------|-------------------|-------------------|-----------------|-----------------|
| County Materials - Iowa City 270 Izaak Walton Road, Iowa City, IA-52246 | Leslie Shalla leslie.shalla@countymaterials.com | 319-371-7815- 877-445-8354 | | Supplier | 02/21/2024 | eBidDoc | |
| Master Builders Of Iowa 221 Park Street, Des Moines, IA-50309 | Cindy Adams mbiplanroom-dsm@mbionline.com | 515-288-7339 515-288-8718 | | Plan Room | 02/21/2024 | eBidDoc | |
| Selco, Inc. P.O. Box 137, East Dubuque, IL-61025 | Clark Wolff selcoinc@mchsi.com | 815-554-6594 815-554-6596 | | Subcontractor | 02/22/2024 | eBidDoc | |
| Jay R Corp 805 N Cleveland St, Mount Airy, IA-50864 | Rahim Martin rahim@jayrcorp.com | 515-322-7879 | | Prime Bidder | 02/22/2024 | eBidDoc | |
| ZipBonds 3737 Woodlawn Ave, WEST DES MOINES, IA 50266 | Tina Bockholt tbockholt@zipbonds.com | 5154001318 | | Bonding/Surety | 02/22/2024 | eBidDoc | |
| Drish Construction, Inc. 1701 South Main Street, Fairfield, IA-52556 | Dayle Eden dayle.drish@gmail.com | 641-472-9506 641-472-9417 | | Subcontractor | 02/23/2024 | eBidDoc | |
| Shift Companies 4812 Harvest CT SW, Cedar Rapids, IA-52404 | Justin Holland j.holland@shiftgcc.com | 3194409676 | | Prime Bidder | 02/23/2024 | eBidDoc | |
| Jones Contracting Corp 1956 West Point Rd, West Point, IA-52656 | Patrick Jones pjones@jonescontractingcorp.com | 319-837-8129 319-837-6298 | | Prime Bidder | 02/23/2024 | eBidDoc | |
| Blommers Construction, Inc 1117 222nd Avenue, Pella, IA - 50219 | Leroy Blommers jblommers5@gmail.com | 641-628-4068 | | Prime Bidder | 02/23/2024 | Paper | |
| Leffler Dirtworks LLC 2272 320th St, Oskaloosa, IA-52577 | Chad Leffler cleffler44@gmail.com | 641-226-2231 | SBE | Prime Bidder | 02/24/2024 | eBidDoc | |
| Iowa Concrete Paving Assn 360 SE Delaware Ave, Ankeny, IA-50021 | Breanna Johnson icps@concretestate.org | 515-963-0606 | | NOT BIDDING | 02/26/2024 | eBidDoc | |
| Granite Excavating LLC PO Box 230, Polk City, IA- 50226 | Rebecca Wenthold quotes@granite-excavating.com | 5152202112 5152194302 | WBE | Subcontractor | 02/26/2024 | eBidDoc | |
| Douds Stone, Inc. 14242 Terminal Ave, Ottumwa, IA-52501 | Chuck Manson doudstone@yahoo.com | 641-683-1671 641-683-1673 | | Supplier | 02/26/2024 | eBidDoc | |
| TK Concrete 1808 Fifield Road, Pella, IA-50219 | Jen VerMeer jen@vermeergroup.com | 641-628-4590 6416280064 | | Prime Bidder | 02/27/2024 | eBidDoc | |
| Wicks Construction Inc. 2201 State Hwy 9, Decorah, IA-52101 | Dave Clark dave@wicksconstruction.com | 563-382-2326 563-382-5339 | | Prime Bidder | 02/27/2024 | eBidDoc | |
| Iowa Civil Contracting, Inc 1108 3rd Street, Victor, IA- 52347 | Missy Rhinehart missvr@iowacivil.com | 319-647-3561 319-647-2376 | | Prime Bidder | 02/27/2024 | eBidDoc | |
| KLC Construction LLC 2235 Payton Road, Corydon, IA - 50060 | Keril Loynachan kclconst@yahoo.com | 641-203-2081 | | Prime Bidder | 02/28/2024 | Paper | |

| <u>Company Name & Address</u> | <u>Contact Name/Email Address</u> | <u>Phone/Fax</u> | <u>Bus. Cert</u> | <u>Bus. Desig</u> | <u>Entry Date</u> | <u>Doc Type</u> | <u>Comments</u> |
|--|--|------------------------------|------------------|-------------------|-------------------|-----------------|-----------------|
| Hawkeye Paving Corp 801 42nd St, Bettendorf, IA-52722 | Tony Perkins TPerkIns@hawkeyepaving.com | 563-356-6834 563-359-6266 | | Prime Bidder | 02/28/2024 | eBidDoc | |
| Central States Concrete LLC 625 51st Street, Marion, IA-52302 | Eric Zchterman eric@centralstatesconcrete.com | 319-826-6182 319-826-6183 | WOSB | Subcontractor | 02/29/2024 | eBidDoc | |
| Service Signing, LC P.O.Box 158, Cedar Falls, IA-50613 | Cristi Hagedorn quotes@servicesigning.com | 319-235-9356 319-833-5303 | | Subcontractor | 03/06/2024 | eBidDoc | |
| Fye Excavating Inc 10165 Sperry Road, Sperry, IA-52650 | Steve Bush fye@fyeexcavating.com | 319-985-2200 319-985-2610 | | Subcontractor | 03/06/2024 | eBidDoc | |
| Construction Materials Inc 345 49th Avenue Drive SW, Cedar Rapids, IA- 52404 | Casey Koppes ckoppes@constructionmaterialsinc.com | 319-366-6446 319-366-1712 | SBE | Supplier | 03/07/2024 | eBidDoc | |
| Leffler Dirtworks 2272 320th Street, Oskaloosa, IA - 52577 | Chad Leffler cleffler44@gmail.com | 641-226-2231 | | Subcontractor | 03/08/2024 | Paper | |
| Absolute Group Inc. 1800 Burr Oak Blvd, Granger, IA 50109 | Christian Kennel ckennel@ag-iowa.com | 515-497-6119 515-497-6138 | | Prime Bidder | 03/11/2024 | eBidDoc | |
| DC Concrete & Construction, LLC 15476 Emerald Rd, Douds, IA-52551 | Dustan Coffman dcoconstruction.ia@gmail.com | 641-919-0636 | SBE | Subcontractor | 03/11/2024 | eBidDoc | |
| J & K Contracting LLC 10703 Justin Dr, Urbendale, IA-50322 | Jared Bouska jared@jkcia.com | 515-233-5500 515-278-2351 | | Prime Bidder | 03/11/2024 | eBidDoc | |
| Steele Excavating Inc. 503 N 5th Street, Montezuma, IA-50171 | Ben Steele bensteele@steeleexcavating.com | 641-891-3471 641-623-0030 | | Subcontractor | 03/12/2024 | eBidDoc | |
| Quad Cities Winwater Co. 3535 S 11th Avenue, Eldridge, IA-52748 | Chris Burgmeier crburgmeier@winwaterworks.com | 563-223-9540 563-223-9539 | | Supplier | 03/12/2024 | eBidDoc | |

| BID TABULATION FOR | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------------------|--|------|------|-----------------------|--------------|-------------|--------------|--------------------|--------------|-------------------|--------------|------------------|--------------|----------------|--------------|-----------------|--------------|------------------|--------------|-----------------|--------------|-------------------|-----------|
| Milner Street-Portafield to Hand | | | | | | | | | | | | | | | | | | | | | | | |
| ITEM | DESCRIPTION | UNIT | QTY | CONSTRUCTION ESTIMATE | | | | DRISH CONSTRUCTION | | JONES CONTRACTING | | KLC CONSTRUCTION | | ABSOLUTE GROUP | | TK CONCRETE INC | | LEFFLER DIRWORKS | | SHIFT COMPANIES | | J & K CONTRACTING | |
| | | | | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| 1 | TOPSOIL, OFF SITE | CY | 138 | \$ 100.00 | \$13,800.00 | \$ 44.00 | \$6,072.00 | \$45.30 | \$6,251.40 | \$ 40.00 | \$5,520.00 | \$ 44.00 | \$6,072.00 | \$ 50.00 | \$6,900.00 | \$ 45.00 | \$6,210.00 | \$ 60.00 | \$8,280.00 | \$ 45.00 | \$6,210.00 | | |
| 2 | EXCAVATION, CLASS 10 | CY | 1663 | \$ 30.00 | \$49,890.00 | \$ 17.25 | \$28,686.75 | \$17.80 | \$29,601.40 | \$ 7.00 | \$11,641.00 | \$ 17.25 | \$28,686.75 | \$ 20.00 | \$33,260.00 | \$ 20.00 | \$33,260.00 | \$ 18.00 | \$29,934.00 | \$ 20.00 | \$33,260.00 | | |
| 3 | SUBGRADE PREPARATION (12" THICK) | SY | 5200 | \$ 5.00 | \$26,000.00 | \$ 1.50 | \$7,800.00 | \$1.55 | \$8,060.00 | \$ 4.00 | \$20,800.00 | \$ 1.50 | \$7,800.00 | \$ 3.00 | \$15,600.00 | \$ 3.50 | \$18,200.00 | \$ 1.25 | \$6,500.00 | \$ 3.50 | \$18,200.00 | | |
| 4 | SUBGRADE, MODIFIED, 6" THICK | SY | 5290 | \$ 12.00 | \$63,480.00 | \$ 9.27 | \$49,038.30 | \$9.50 | \$50,255.00 | \$ 9.00 | \$47,610.00 | \$ 9.27 | \$49,038.30 | \$ 9.50 | \$50,255.00 | \$ 9.50 | \$50,255.00 | \$ 10.50 | \$55,545.00 | \$ 9.50 | \$50,255.00 | | |
| 5 | REMOVAL OF KNOWN PIPE (Less than 30") | LF | 331 | \$ 30.00 | \$9,930.00 | \$ 23.75 | \$7,861.25 | \$24.50 | \$8,109.50 | \$ 10.00 | \$3,310.00 | \$ 23.75 | \$7,861.25 | \$ 15.00 | \$4,965.00 | \$ 25.00 | \$8,275.00 | \$ 20.00 | \$6,620.00 | \$ 25.00 | \$8,275.00 | | |
| 6 | COMPACTION TESTING | LS | 1 | \$ 8,000.00 | \$8,000.00 | \$ 6,362.50 | \$6,362.50 | \$6,553.40 | \$6,553.40 | \$ 5,000.00 | \$5,000.00 | \$ 6,362.50 | \$6,362.50 | \$ 6,500.00 | \$6,500.00 | \$ 5,000.00 | \$5,000.00 | \$ 6,500.00 | \$6,500.00 | \$ 3,800.00 | \$3,800.00 | | |
| 7 | TRENCH FOUNDATION | TN | 50 | \$ 100.00 | \$5,000.00 | \$ 34.50 | \$1,725.00 | \$35.55 | \$1,777.50 | \$ 48.00 | \$2,400.00 | \$ 34.50 | \$1,725.00 | \$ 50.00 | \$2,500.00 | \$ 40.00 | \$2,000.00 | \$ 35.00 | \$1,750.00 | \$ 50.00 | \$2,500.00 | | |
| 8 | TRENCH COMPACTION TESTING | LS | 1 | \$ 6,000.00 | \$6,000.00 | \$ 6,362.50 | \$6,362.50 | \$6,553.40 | \$6,553.40 | \$ 5,000.00 | \$5,000.00 | \$ 6,362.50 | \$6,362.50 | \$ 6,000.00 | \$6,000.00 | \$ 10,000.00 | \$10,000.00 | \$ 6,500.00 | \$6,500.00 | \$ 6,000.00 | \$6,000.00 | | |
| 9 | SANITARY SEWER SERVICE RELOCATION | EA | 2 | \$ 1,500.00 | \$3,000.00 | \$ 2,360.00 | \$4,720.00 | \$2,430.80 | \$4,861.60 | \$ 2,000.00 | \$4,000.00 | \$ 2,360.00 | \$4,720.00 | \$ 1,500.00 | \$3,000.00 | \$ 3,000.00 | \$6,000.00 | \$ 2,500.00 | \$5,000.00 | \$ 4,250.00 | \$8,500.00 | | |
| 10 | STORM SEWER, TRENCHED, RCP, 15" | LF | 228 | \$ 85.00 | \$19,380.00 | \$ 78.75 | \$17,955.00 | \$81.10 | \$18,490.80 | \$ 55.00 | \$12,540.00 | \$ 78.75 | \$17,955.00 | \$ 60.00 | \$13,680.00 | \$ 85.00 | \$19,380.00 | \$ 100.00 | \$22,800.00 | \$ 85.00 | \$19,380.00 | | |
| 11 | STORM SEWER, TRENCHED, RCP, 18" | LF | 29 | \$ 90.00 | \$2,610.00 | \$ 91.00 | \$2,639.00 | \$93.75 | \$2,718.75 | \$ 70.00 | \$2,030.00 | \$ 91.00 | \$2,639.00 | \$ 67.50 | \$1,957.50 | \$ 95.00 | \$2,755.00 | \$ 105.00 | \$3,045.00 | \$ 105.00 | \$3,045.00 | | |
| 12 | STORM SEWER, TRENCHED, RCP, 24" | LF | 444 | \$ 100.00 | \$44,400.00 | \$ 87.50 | \$38,850.00 | \$90.15 | \$40,026.60 | \$ 85.00 | \$37,740.00 | \$ 87.50 | \$38,850.00 | \$ 80.00 | \$35,520.00 | \$ 110.00 | \$48,840.00 | \$ 115.00 | \$51,060.00 | \$ 115.00 | \$51,060.00 | | |
| 13 | STORM SEWER, TRENCHED, RCP, 30" | LF | 471 | \$ 175.00 | \$82,425.00 | \$ 125.00 | \$58,875.00 | \$128.75 | \$60,641.25 | \$ 105.00 | \$49,455.00 | \$ 125.00 | \$58,875.00 | \$ 131.50 | \$61,936.50 | \$ 145.00 | \$68,295.00 | \$ 145.00 | \$68,295.00 | \$ 160.00 | \$75,360.00 | | |
| 14 | STORM SEWER, TRENCHED, RCP, 36" | LF | 322 | \$ 200.00 | \$64,400.00 | \$ 152.00 | \$48,944.00 | \$156.55 | \$50,409.10 | \$ 130.00 | \$41,860.00 | \$ 152.00 | \$48,944.00 | \$ 160.00 | \$51,520.00 | \$ 160.00 | \$51,520.00 | \$ 175.00 | \$56,350.00 | \$ 195.00 | \$62,790.00 | | |
| 15 | PIPE APRON, RCP, 36" | EA | 1 | \$ 4,000.00 | \$4,000.00 | \$ 5,500.00 | \$5,500.00 | \$5,665.00 | \$5,665.00 | \$ 7,000.00 | \$7,000.00 | \$ 5,500.00 | \$5,500.00 | \$ 3,500.00 | \$3,500.00 | \$ 2,500.00 | \$2,500.00 | \$ 3,500.00 | \$3,500.00 | \$ 6,750.00 | \$6,750.00 | | |
| 16 | SUBDRAIN, LONGITUDINAL, 4" | LF | 2372 | \$ 14.00 | \$33,208.00 | \$ 9.75 | \$23,127.00 | \$10.05 | \$23,838.60 | \$ 11.00 | \$26,092.00 | \$ 9.75 | \$23,127.00 | \$ 10.75 | \$25,499.00 | \$ 9.50 | \$22,534.00 | \$ 18.80 | \$44,593.60 | \$ 20.00 | \$47,440.00 | | |
| 17 | SUBDRAIN OUTLETS AND CONN., CMP OR PVC, 4" OR 6" | EA | 12 | \$ 500.00 | \$6,000.00 | \$ 130.00 | \$1,560.00 | \$133.90 | \$1,606.80 | \$ 300.00 | \$3,600.00 | \$ 130.00 | \$1,560.00 | \$ 400.00 | \$4,800.00 | \$ 300.00 | \$3,600.00 | \$ 500.00 | \$6,000.00 | \$ 475.00 | \$5,700.00 | | |
| 18 | SPOT REPAIR BY PIPE REPLACEMENT, PVC, 18" | LF | 24 | \$ 400.00 | \$9,600.00 | \$ 375.00 | \$9,000.00 | \$386.25 | \$9,270.00 | \$ 225.00 | \$5,400.00 | \$ 375.00 | \$9,000.00 | \$ 300.00 | \$7,200.00 | \$ 500.00 | \$12,000.00 | \$ 200.00 | \$4,800.00 | \$ 700.00 | \$16,800.00 | | |
| 19 | WATER MAIN RELOCATION | EA | 1 | \$ 6,000.00 | \$6,000.00 | \$ 4,800.00 | \$4,800.00 | \$4,944.00 | \$4,944.00 | \$ 9,500.00 | \$9,500.00 | \$ 4,800.00 | \$4,800.00 | \$ 4,650.00 | \$4,650.00 | \$ 7,500.00 | \$7,500.00 | \$ 7,500.00 | \$7,500.00 | \$ 9,650.00 | \$9,650.00 | | |
| 20 | WATER SERVICE RELOCATION | EA | 5 | \$ 1,500.00 | \$7,500.00 | \$ 1,835.00 | \$9,175.00 | \$1,890.05 | \$9,450.25 | \$ 1,200.00 | \$6,000.00 | \$ 1,835.00 | \$9,175.00 | \$ 1,250.00 | \$6,250.00 | \$ 3,400.00 | \$17,000.00 | \$ 2,000.00 | \$10,000.00 | \$ 2,600.00 | \$13,000.00 | | |
| 21 | MANHOLE, SW-401, 48" | EA | 1 | \$ 5,500.00 | \$5,500.00 | \$ 4,650.00 | \$4,650.00 | \$4,789.50 | \$4,789.50 | \$ 8,000.00 | \$8,000.00 | \$ 4,650.00 | \$4,650.00 | \$ 5,500.00 | \$5,500.00 | \$ 4,500.00 | \$4,500.00 | \$ 5,750.00 | \$5,750.00 | \$ 7,600.00 | \$7,600.00 | | |
| 22 | MANHOLE, SW-401, 60" | EA | 1 | \$ 7,000.00 | \$7,000.00 | \$ 7,010.00 | \$7,010.00 | \$7,220.30 | \$7,220.30 | \$ 10,000.00 | \$10,000.00 | \$ 7,010.00 | \$7,010.00 | \$ 7,500.00 | \$7,500.00 | \$ 7,250.00 | \$7,250.00 | \$ 8,100.00 | \$8,100.00 | \$ 13,700.00 | \$13,700.00 | | |
| 23 | INTAKE, SW-501 | EA | 1 | \$ 5,000.00 | \$5,000.00 | \$ 5,100.00 | \$5,100.00 | \$5,253.00 | \$5,253.00 | \$ 6,500.00 | \$6,500.00 | \$ 5,100.00 | \$5,100.00 | \$ 5,000.00 | \$5,000.00 | \$ 4,800.00 | \$4,800.00 | \$ 5,200.00 | \$5,200.00 | \$ 6,400.00 | \$6,400.00 | | |
| 24 | INTAKE, SW-503 | EA | 2 | \$ 6,500.00 | \$13,000.00 | \$ 6,450.00 | \$12,900.00 | \$6,643.50 | \$13,287.00 | \$ 6,500.00 | \$13,000.00 | \$ 6,450.00 | \$12,900.00 | \$ 5,250.00 | \$10,500.00 | \$ 7,200.00 | \$14,400.00 | \$ 6,450.00 | \$12,900.00 | \$ 9,250.00 | \$18,500.00 | | |
| 25 | INTAKE, SW-504 | EA | 1 | \$ 7,000.00 | \$7,000.00 | \$ 9,900.00 | \$9,900.00 | \$10,197.00 | \$10,197.00 | \$ 6,500.00 | \$6,500.00 | \$ 9,900.00 | \$9,900.00 | \$ 6,500.00 | \$6,500.00 | \$ 8,500.00 | \$8,500.00 | \$ 7,000.00 | \$7,000.00 | \$ 8,500.00 | \$8,500.00 | | |
| 26 | INTAKE, SW-505 | EA | 2 | \$ 7,000.00 | \$14,000.00 | \$ 6,075.00 | \$12,150.00 | \$6,257.25 | \$12,514.50 | \$ 6,500.00 | \$13,000.00 | \$ 6,075.00 | \$12,150.00 | \$ 6,500.00 | \$13,000.00 | \$ 7,500.00 | \$15,000.00 | \$ 7,200.00 | \$14,400.00 | \$ 8,750.00 | \$17,500.00 | | |
| 27 | INTAKE, SW-513 | EA | 6 | \$ 8,500.00 | \$51,000.00 | \$ 5,600.00 | \$33,600.00 | \$5,768.00 | \$34,608.00 | \$ 6,500.00 | \$39,000.00 | \$ 5,600.00 | \$33,600.00 | \$ 6,800.00 | \$40,800.00 | \$ 7,500.00 | \$45,000.00 | \$ 6,250.00 | \$37,500.00 | \$ 7,750.00 | \$46,500.00 | | |
| 28 | MANHOLE ADJUSTMENT, MINOR | EA | 4 | \$ 2,500.00 | \$10,000.00 | \$ 1,600.00 | \$6,400.00 | \$1,648.00 | \$6,592.00 | \$ 2,000.00 | \$8,000.00 | \$ 1,600.00 | \$6,400.00 | \$ 2,000.00 | \$8,000.00 | \$ 1,100.00 | \$4,400.00 | \$ 2,500.00 | \$10,000.00 | \$ 2,500.00 | \$10,000.00 | | |
| 29 | REMOVE INTAKE | EA | 11 | \$ 1,500.00 | \$16,500.00 | \$ 750.00 | \$8,250.00 | \$772.50 | \$8,497.50 | \$ 500.00 | \$5,500.00 | \$ 750.00 | \$8,250.00 | \$ 350.00 | \$3,850.00 | \$ 1,800.00 | \$19,800.00 | \$ 500.00 | \$5,500.00 | \$ 1,000.00 | \$11,000.00 | | |
| 30 | PAVEMENT, PCC, 8" THICK, C-4 | SY | 4682 | \$ 80.00 | \$374,560.00 | \$ 63.50 | \$297,307.00 | \$75.00 | \$351,150.00 | \$ 65.00 | \$304,330.00 | \$ 77.00 | \$360,514.00 | \$ 65.00 | \$304,330.00 | \$ 67.00 | \$313,694.00 | \$ 67.00 | \$313,694.00 | \$ 65.00 | \$304,330.00 | | |
| 31 | REMOVAL OF SIDEWALK | SY | 464 | \$ 12.00 | \$5,568.00 | \$ 6.00 | \$2,784.00 | \$6.20 | \$2,876.80 | \$ 8.00 | \$3,712.00 | \$ 6.00 | \$2,784.00 | \$ 9.50 | \$4,408.00 | \$ 10.00 | \$4,640.00 | \$ 14.00 | \$6,496.00 | \$ 10.00 | \$4,640.00 | | |
| 32 | REMOVAL OF DRIVEWAY | SY | 175 | \$ 20.00 | \$3,500.00 | \$ 8.00 | \$1,400.00 | \$8.25 | \$1,443.75 | \$ 8.00 | \$1,400.00 | \$ 8.00 | \$1,400.00 | \$ 15.00 | \$2,625.00 | \$ 10.00 | \$1,750.00 | \$ 14.00 | \$2,450.00 | \$ 10.00 | \$1,750.00 | | |
| 33 | SIDEWALK, PCC, 4" THICK | SY | 492 | \$ 65.00 | \$31,980.00 | \$ 50.00 | \$24,600.00 | \$50.00 | \$24,600.00 | \$ 66.00 | \$32,472.00 | \$ 50.00 | \$24,600.00 | \$ 52.50 | \$25,830.00 | \$ 85.00 | \$41,820.00 | \$ 85.00 | \$41,820.00 | \$ 68.00 | \$33,456.00 | | |
| 34 | SIDEWALK, PCC, 6" THICK | SY | 111 | \$ 70.00 | \$7,770.00 | \$ 65.00 | \$7,215.00 | \$65.00 | \$7,215.00 | \$ 68.00 | \$7,548.00 | \$ 65.00 | \$7,215.00 | \$ 60.00 | \$6,660.00 | \$ 95.00 | \$10,545.00 | \$ 95.00 | \$10,545.00 | \$ 70.00 | \$7,770.00 | | |
| 35 | DETECTABLE WARNINGS | SF | 72 | \$ 75.00 | \$5,400.00 | \$ 58.00 | \$4,176.00 | \$58.00 | \$4,176.00 | \$ 60.00 | \$4,320.00 | \$ 58.00 | \$4,176.00 | \$ 60.00 | \$4,320.00 | \$ 50.00 | \$3,600.00 | \$ 50.00 | \$3,600.00 | \$ 60.00 | \$4,320.00 | | |
| 36 | DRIVEWAY, PAVED, PCC, 6" THICK | SY | 449 | \$ 80.00 | \$35,920.00 | \$ 65.00 | \$29,185.00 | \$65.00 | \$29,185.00 | \$ 70.00 | \$31,430.00 | \$ 65.00 | \$29,185.00 | \$ 64.00 | \$28,736.00 | \$ 95.00 | \$42,655.00 | \$ 95.00 | \$42,655.00 | \$ 80.00 | \$35,920.00 | | |
| 37 | DRIVEWAY, GRANULAR, 6" THICK | TN | 1 | \$ 45.00 | \$45.00 | \$ 45.00 | \$45.00 | \$46.35 | \$46.35 | \$ 150.00 | \$150.00 | \$ 45.00 | \$45.00 | \$ 100.00 | \$100.00 | \$ 150.00 | \$150.00 | \$ 200.00 | \$200.00 | \$ 150.00 | \$150.00 | | |
| 38 | PAVEMENT REMOVAL | SY | 5624 | \$ 15.00 | \$84,360.00 | \$ 5.00 | \$28,120.00 | \$5.15 | \$28,963.60 | \$ 8.00 | \$44,992.00 | \$ 5.00 | \$28,120.00 | \$ 10.00 | \$56,240.00 | \$ 8.50 | \$47,804.00 | \$ 14.00 | \$78,736.00 | \$ 9.00 | \$50,616.00 | | |
| 39 | TEMPORARY TRAFFIC CONTROL | LS | 1 | \$ 10,000.00 | \$10,000.00 | \$ 4,600.00 | \$4,600.00 | \$4,738.00 | \$4,738.00 | \$ 10,000.00 | \$10,000.00 | \$ 4,600.00 | \$4,600.00 | \$ 6,500.00 | \$6,500.00 | \$ 7,500.00 | \$7,500.00 | \$ 5,000.00 | \$5,000.00 | \$ 4,600.00 | \$4,600.00 | | |
| 40 | HYDRAULIC SEEDING, FERTILIZING & MULCHING | LS | 1 | \$ 5,000.00 | \$5,000.00 | \$ 5,450.0 | | | | | | | | | | | | | | | | | |

received
3-14-24 1145A

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 19, 2024

Phillip Burgmeier
Prepared By

Engineering
Department

Phillip Burgmeier
Department Head

su

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #73-2024. Awarding the contract for the Albia Road North Quincy Avenue Roundabout 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 #73-2024.

DISCUSSION: The City of Ottumwa was awarded a Traffic Safety Improvement Program grant for the Albia-Quincy intersection because of its high crash history. The award is for \$500,000 which is the maximum amount available. The proposed roundabout will improve safety for motorist and pedestrian traffic.

Bids were received and opened by the City of Ottumwa on March 13, 2024 at 2:00 p.m. Four (4) bids were received. The low bidder is Wicks Construction, Inc. of Decorah, Iowa in the amount of \$777,949.30.

Bid Tab and Plan Holders List are attached.

Funding: \$500,000.00 TSIP grant, balance from Road Use and LOST

Estimate: \$699,000

RESOLUTION #73-2024

A RESOLUTION AWARDING THE CONTRACT FOR THE
ALBIA ROAD NORTH QUINCY AVENUE ROUNDABOUT PROJECT

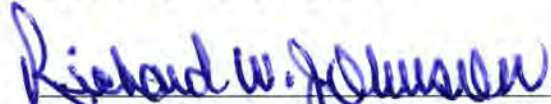
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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, Wicks Construction, Inc. of Decorah, Iowa in the amount of \$777,949.30.

APPROVED, PASSED, AND ADOPTED, this 19th day of March 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

PLAN HOLDERS LIST

**Albia Road & Quincy Avenue Roundabout
Ottumwa, Iowa 52501**

Engineer's Estimate:

\$699,000.00

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

| Set No | Name & Address of Plan Holder | Phone/Fax | Plans Mailed | Deposit Received | Plans Returned Refund Mailed | Addendum No. 1 |
|--------|--|--------------|---------------------------|------------------|------------------------------|----------------------------------|
| 1 | Drish Construction 1701 S Main St Fairfield, IA 52556 drish.brandon@gmail.com ; drish.trevorb@gmail.com ; dayle.drish@gmail.com | 641-472-9506 | City Website 2/23/2024 | | | Emailed 3/7/2024 |
| 2 | The Driller LLC 5125 E University Ave Pleasant Hill, IA 50327 suebush@thedrillerllc.com | 515-266-2261 | City Website 2/26/2024 | | | Emailed 3/7/2024 |
| 3 | DC Concrete & Construction 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com | 641-919-0636 | City Website 2/26/2024 | | | Emailed 3/7/2024 |
| 4 | Hawkeye Paving Corp 4241 West 83rd St Davenport, IA 52806 tperkins@hawkeyepaving.com | 563-529-0583 | City Website 2/26/2024 | | | Emailed 3/7/2024 |
| 5 | Blommers Construction 1117 222nd Ave. Pella, IA 50219 Jblommers5@gmail.com | 641-628-4068 | City Website 3/4/2024 | | | Emailed 3/7/2024 |
| 6 | Wicks Construction Inc. PO Box 428 Decorah, IA 52101 dave@wicksconstruction.com | 563-380-0334 | City Website 3/4/2024 | | | Emailed 3/7/2024 |
| 7 | Central States Concrete LLC 625 51st Street Marion, IA 52302 jodi@centralstatesconcrete.com | 319-826-6182 | City Website 3/5/2024 | | | Emailed 3/7/2024 |
| 8 | Fye Excavating 10165 Sperry Rd Sperry, IA 52650 fye@fyeexcavating.com | 319-985-2200 | City Website 3/7/2024 | | | Emailed 3/7/2024 |
| 9 | Norris Asphalt Paving Co. PO Box 695, 14242 Terminal Ave Ottumwa, IA 52501 stevel@norrisasphalt.com | 641-682-3427 | City Website 3/7/2024 | | | Emailed 3/7/2024 |
| 10 | Hogan Company LLC 31630 Castle Cct Dyersville, IA 52040 kevinhogan6@icloud.com | 563-690-8565 | City Website 3/7/2024 | | | On City Website 3/7/24 - p.m. |
| 11 | Parking Lot Specialists LLC 3040 Gateway Drive Carlisle, IA 50047 jake@parkinglotspecialties.com | 515-262-1155 | City Website 3/8/2024 | | | On City Website 3/7/24 - p.m. |
| 12 | TK Concrete 1608 Filfield Rd Pella, IA 50219 tvm@vermeergroup.com | 641-628-4590 | City Website 3/9/2024 | | | On City Website 3/7/24 - p.m. |
| 13 | Jackson Contracting, LLC 3409 Brook Ridge Court Des Moines, IA 50317 jacksoncontractinggroup@gmail.com | 515-306-4487 | City Website 3/10/2024 | | | On City Website 3/7/24 - p.m. |
| 14 | Jones Contracting Corp 1956 West Point Rd West Point, IA 52656 jwilcox@jonescontractingcorp.com | 319-931-8619 | City Website 3/12/2024 | | | On City Website 3/7/24 - p.m. |
| | | | | | | |

| | | | | | |
|---|------------------------------|----------------------|--|--|---------------------|
| Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com | 800-362-2578 515-288-8718 | Emailed 2/21/2024 | | | Emailed 3/7/2024 |
| City of Ottumwa 105 E Third St Ottumwa, IA 52501 | 641-683-0680 | Emailed 2/21/2024 | | | Emailed 3/7/2024 |

| N Quincy and Albia Rd Inersection Improvements: CS-TSF-5825(649)--85-90 | | | | | | | | | | | | | | |
|---|--|------|-----------------------|--------------|--------------|--------------|--------------------|-------------|-------------------|--------------|--------------|-------------|----------------|--|
| 3/13/2024 | | | | | | | | | | | | | | |
| ITEM | DESCRIPTION | UNIT | CONSTRUCTION ESTIMATE | | | | WICKS CONSTRUCTION | | JONES CONTRACTING | | TK CONCRETE | | HAWKEYE PAVING | |
| | | | QTY | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | |
| 1 | CLEARING AND GRUBBING | LS | 1 | \$ 4,500.00 | \$4,500.00 | \$ 1,500.00 | \$1,500.00 | \$1,575.00 | \$1,575.00 | \$ 2,500.00 | \$2,500.00 | 500 | \$500.00 | |
| 2 | TOPSOIL, OFF-SITE | CY | 320.9 | \$ 25.00 | \$8,022.50 | \$ 45.50 | \$14,600.95 | \$47.80 | \$15,339.02 | \$ 50.00 | \$16,045.00 | \$60.00 | \$19,254.00 | |
| 3 | EXCAVATION, CLASS 10 | CY | 1764 | \$ 9.00 | \$15,876.00 | \$ 16.00 | \$28,224.00 | \$16.80 | \$29,635.20 | \$ 17.50 | \$30,870.00 | \$17.00 | \$29,988.00 | |
| 4 | SUBGRADE PREPARATION, 6" | SY | 440.5 | \$ 3.00 | \$1,321.50 | \$ 2.00 | \$881.00 | \$2.10 | \$925.05 | \$ 3.00 | \$1,321.50 | \$3.00 | \$1,321.50 | |
| 5 | SUBGRADE PREPARATION, 12" | SY | 3068.7 | \$ 3.50 | \$10,740.45 | \$ 2.25 | \$6,904.58 | \$2.40 | \$7,364.88 | \$ 2.50 | \$7,671.75 | \$4.00 | \$12,274.80 | |
| 6 | SUBBASE, MODIFIED, 6" | SY | 3302 | \$ 13.00 | \$42,926.00 | \$ 9.65 | \$31,864.30 | \$10.10 | \$33,350.20 | \$ 10.00 | \$33,020.00 | \$22.00 | \$72,644.00 | |
| 7 | COMPACTION TESTING | LS | 1 | \$ 1,500.00 | \$1,500.00 | \$ 5,500.00 | \$5,500.00 | \$5,775.00 | \$5,775.00 | \$ 7,500.00 | \$7,500.00 | \$5,000.00 | \$5,000.00 | |
| 8 | TRENCH COMPACTION TESTING | LS | 1 | \$ 1,500.00 | \$1,500.00 | \$ 5,500.00 | \$5,500.00 | \$5,775.00 | \$5,775.00 | \$ 5,000.00 | \$5,000.00 | \$2,000.00 | \$2,000.00 | |
| 9 | STORM SEWER, TRENCHED, RCP, 18" | LF | 72 | \$ 90.00 | \$6,480.00 | \$ 80.00 | \$5,760.00 | \$84.00 | \$6,048.00 | \$ 90.00 | \$6,480.00 | \$160.00 | \$11,520.00 | |
| 10 | STORM SEWER, TRENCHED, RCP, 24" | LF | 255 | \$ 105.00 | \$26,775.00 | \$ 85.00 | \$21,675.00 | \$89.25 | \$22,758.75 | \$ 95.00 | \$24,225.00 | \$220.00 | \$56,100.00 | |
| 11 | REMOVAL OF STORM SEWER, RCP, 12" | LF | 120.5 | \$ 35.00 | \$4,217.50 | \$ 16.00 | \$1,928.00 | \$16.80 | \$2,024.40 | \$ 10.00 | \$1,205.00 | \$20.00 | \$2,410.00 | |
| 12 | PIPE APRON, RCP, 24" | EA | 1 | \$ 1,900.00 | \$1,900.00 | \$ 3,215.00 | \$3,215.00 | \$3,375.75 | \$3,375.75 | \$ 3,500.00 | \$3,500.00 | \$4,000.00 | \$4,000.00 | |
| 13 | FOOTING FOR CONCRETE PIPE APRON | EA | 1 | \$ 500.00 | \$500.00 | \$ 1,700.00 | \$1,700.00 | \$1,785.00 | \$1,785.00 | \$ 1,500.00 | \$1,500.00 | \$1,000.00 | \$1,000.00 | |
| 14 | SUBDRAIN, CASE B, TYPE I, 6" | LF | 1022.2 | \$ 15.00 | \$15,333.00 | \$ 11.56 | \$11,816.63 | \$12.15 | \$12,419.73 | \$ 15.00 | \$15,333.00 | \$24.00 | \$24,532.80 | |
| 15 | SUBDRAIN CLEANOUT, TYPE B, 24" | EA | 4 | \$ 500.00 | \$2,000.00 | \$ 1,400.00 | \$5,600.00 | \$1,470.00 | \$5,880.00 | \$ 500.00 | \$2,000.00 | \$1,000.00 | \$4,000.00 | |
| 16 | SUBDRAIN OUTLETS AND CONNECTIONS | EA | 10 | \$ 500.00 | \$5,000.00 | \$ 150.00 | \$1,500.00 | \$157.50 | \$1,575.00 | \$ 400.00 | \$4,000.00 | \$300.00 | \$3,000.00 | |
| 17 | VALVE BOX EXTENSION | EA | 2 | \$ 700.00 | \$1,400.00 | \$ 200.00 | \$400.00 | \$210.00 | \$420.00 | \$ 1,000.00 | \$2,000.00 | \$700.00 | \$1,400.00 | |
| 18 | MANHOLE, SW-301, TOP ONLY | EA | 1 | \$ 2,500.00 | \$2,500.00 | \$ 3,100.00 | \$3,100.00 | \$3,255.00 | \$3,255.00 | \$ 2,750.00 | \$2,750.00 | \$5,000.00 | \$5,000.00 | |
| 19 | MANHOLE, SW-401 | EA | 1 | \$ 5,000.00 | \$5,000.00 | \$ 5,000.00 | \$5,000.00 | \$5,250.00 | \$5,250.00 | \$ 5,800.00 | \$5,800.00 | \$7,000.00 | \$7,000.00 | |
| 20 | INTAKE, SW-507 | EA | 1 | \$ 6,000.00 | \$6,000.00 | \$ 5,765.00 | \$5,765.00 | \$6,053.25 | \$6,053.25 | \$ 6,500.00 | \$6,500.00 | \$8,000.00 | \$8,000.00 | |
| 21 | INTAKE, SW-508 | EA | 2 | \$ 7,900.00 | \$15,800.00 | \$ 6,920.00 | \$13,840.00 | \$7,266.00 | \$14,532.00 | \$ 7,750.00 | \$15,500.00 | \$10,000.00 | \$20,000.00 | |
| 22 | INTAKE, SW-510 | EA | 1 | \$ 11,000.00 | \$11,000.00 | \$ 11,200.00 | \$11,200.00 | \$11,760.00 | \$11,760.00 | \$ 10,500.00 | \$10,500.00 | \$13,000.00 | \$13,000.00 | |
| 23 | MANHOLE ADJUSTMENT, MINOR | EA | 1 | \$ 2,000.00 | \$2,000.00 | \$ 2,000.00 | \$2,000.00 | \$1,711.50 | \$1,711.50 | \$ 2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 | |
| 24 | MANHOLE ADJUSTMENT, MAJOR | EA | 1 | \$ 2,500.00 | \$2,500.00 | \$ 3,000.00 | \$3,000.00 | \$2,940.00 | \$2,940.00 | \$ 4,500.00 | \$4,500.00 | \$5,000.00 | \$5,000.00 | |
| 25 | REMOVE SANITARY MANHOLE, TOP ONLY | EA | 1 | \$ 1,200.00 | \$1,200.00 | \$ 370.00 | \$370.00 | \$388.50 | \$388.50 | \$ 1,750.00 | \$1,750.00 | \$1,000.00 | \$1,000.00 | |
| 26 | REMOVE INTAKE | EA | 1 | \$ 7,500.00 | \$7,500.00 | \$ 715.00 | \$715.00 | \$750.75 | \$750.75 | \$ 750.00 | \$750.00 | \$1,500.00 | \$1,500.00 | |
| 27 | PAVEMENT, PCC, 8" | SY | 2832 | \$ 65.00 | \$184,080.00 | \$ 76.00 | \$215,232.00 | \$93.30 | \$264,225.60 | \$ 77.50 | \$219,480.00 | \$111.00 | \$314,352.00 | |
| 28 | CONCRETE MEDIAN, 6" | SY | 95.7 | \$ 60.00 | \$5,742.00 | \$ 95.00 | \$9,091.50 | \$68.00 | \$6,507.60 | \$ 100.00 | \$9,570.00 | \$98.00 | \$9,378.60 | |
| 29 | CONCRETE, MEDIAN, COLORED, 6" | SY | 141 | \$ 105.00 | \$14,805.00 | \$ 125.50 | \$17,695.50 | \$150.00 | \$21,150.00 | \$ 140.00 | \$19,740.00 | \$150.00 | \$21,150.00 | |
| 30 | PAVEMENT, TRUCK APRON, COLORED PCC, 8" | SY | 361.4 | \$ 105.00 | \$37,947.00 | \$ 146.00 | \$52,764.40 | \$180.00 | \$65,052.00 | \$ 155.00 | \$56,017.00 | \$175.00 | \$63,245.00 | |
| 31 | PCC PAVEMENT SAMPLES AND TESTING | LS | 1 | \$ 3,000.00 | \$3,000.00 | \$ 10,000.00 | \$10,000.00 | \$5,000.00 | \$5,000.00 | \$ 10,000.00 | \$10,000.00 | \$500.00 | \$500.00 | |
| 32 | REMOVAL OF SIDEWALK | SY | 369.2 | \$ 11.00 | \$4,061.20 | \$ 6.00 | \$2,215.20 | \$6.30 | \$2,325.96 | \$ 10.00 | \$3,692.00 | \$20.00 | \$7,384.00 | |
| 33 | REMOVAL OF DRIVEWAY | SY | 215.5 | \$ 11.00 | \$2,370.50 | \$ 6.50 | \$1,400.75 | \$6.80 | \$1,465.40 | \$ 10.00 | \$2,155.00 | \$14.00 | \$3,017.00 | |
| 34 | SIDEWALK, PCC, 4" | SY | 354.3 | \$ 70.00 | \$24,801.00 | \$ 70.00 | \$24,801.00 | \$55.00 | \$19,486.50 | \$ 72.50 | \$25,686.75 | \$105.00 | \$37,201.50 | |
| 35 | SIDEWALK, PCC, 6" | SY | 38.1 | \$ 85.00 | \$3,238.50 | \$ 91.00 | \$3,467.10 | \$60.00 | \$2,286.00 | \$ 100.00 | \$3,810.00 | \$140.00 | \$5,334.00 | |
| 36 | DETECTABLE WARNING | SF | 120 | \$ 45.00 | \$5,400.00 | \$ 60.00 | \$7,200.00 | \$65.00 | \$7,800.00 | \$ 50.00 | \$6,000.00 | \$70.00 | \$8,400.00 | |
| 37 | DRIVEWAY, PAVED, PCC 6" | SY | 42.4 | \$ 70.00 | \$2,968.00 | \$ 91.00 | \$3,858.40 | \$60.00 | \$2,544.00 | \$ 75.00 | \$3,180.00 | \$100.00 | \$4,240.00 | |
| 38 | DRIVEWAY, PAVED, HMA 6" | SY | 49.8 | \$ 85.00 | \$4,233.00 | \$ 215.00 | \$10,707.00 | \$225.75 | \$11,242.35 | \$ 85.00 | \$4,233.00 | \$120.00 | \$5,976.00 | |
| 39 | DRIVEWAY, GRANULAR, 6" | SY | 100.3 | \$ 65.00 | \$6,519.50 | \$ 14.00 | \$1,404.20 | \$14.70 | \$1,474.41 | \$ 15.00 | \$1,504.50 | \$25.00 | \$2,507.50 | |
| 40 | PAVEMENT REMOVAL | SY | 3113 | \$ 9.00 | \$28,017.00 | \$ 6.00 | \$18,678.00 | \$6.30 | \$19,611.90 | \$ 10.00 | \$31,130.00 | \$10.00 | \$31,130.00 | |
| 41 | PAINTED PAVMENT MARKINGS, DURBALE | STA | 34.2 | \$ 165.00 | \$5,643.00 | \$ 500.00 | \$17,100.00 | \$393.75 | \$13,466.25 | \$ 550.00 | \$18,810.00 | \$300.00 | \$10,260.00 | |
| 42 | PAINTED SYMBOLS AND LELGENDS | EA | 5 | \$ 300.00 | \$1,500.00 | \$ 600.00 | \$3,000.00 | \$299.25 | \$1,496.25 | \$ 700.00 | \$3,500.00 | \$300.00 | \$1,500.00 | |

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 19, 2024

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 74-2024 - A Resolution Recommitting to Trail Extension and Approving the Iowa's Transportation Alternatives Program (TAP) Application for the Oxbow Lagoon Link Trail and Authorizing the Mayor to Sign the Application

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 74-2024

DISCUSSION: In March of 2022 the City approved an application under the Iowa's Transportation Alternatives Program (TAP). The project consists of a 5,260' trail starting at Greater Ottumwa Park, following the southern and eastern sides of the Oxbow Lagoon to the end of the existing trail. The completed project will link the park and the existing trails around the park to the Milner Neighborhood Trail. The trail will create a safe route along the east edge of the round about and Wapello Street extension for the south western residential neighborhoods where currently only the roadway exists.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

Federal grant funds are available annually to the Area 15 Regional Planning Affiliation members for use on transportation alternative improvement projects. This program can be up to 100% federally funded. The total project is expected to cost \$841,005.

In 2022, Wapello County Trails Commission committed \$38,000 as matching funds. At the same time the City committed \$20,000 in future CIP funding and some in-kind work of \$128,288. This left a balance of \$654,717. The Commission received a partial award of \$318,000 from the previous application. This left a funding gap of approximately \$337,000. The Commission is requesting support in a new application. They are not requesting any additional funding from the City, but are requesting the City sponsor the application and commit its continued interest in the completion of this section of trail.

RESOLUTION NO. 74-2024

**RESOLUTION RECOMMITTING TO TRAIL EXTENSION AND APPROVING
THE IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
APPLICATION FOR THE OXBOW LAGOON LINK TRAIL AND
AUTHORIZING THE MAYOR TO SIGN THE APPLICATION**

WHEREAS, on March 15, 2022 the City of Ottumwa approved the application of funds from Iowa's Transportation Alternatives Program (TAP), which included a matching monetary contribution of \$20,000 in addition to in-kind contributions; and

WHEREAS, that application resulted in a partial award of \$318,000 toward the project cost leaving a gap of approximately \$337,000 to complete; and

WHEREAS, the Wapello County Trails Commission is requesting a new application to procure the remaining funds from the TAP program; and

WHEREAS, the Commission is asking the City to sponsor the application; however, there is no additional monetary contribution being requested of the city.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, the Wapello County Trails commission is hereby approved to proceed with the Iowa's Transportation Alternatives Program (TAP) application and the Mayor is hereby authorized to sign the application.

APPROVED, PASSED AND ADOPTED, this 19th day of March, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

RESOLUTION #68-2022

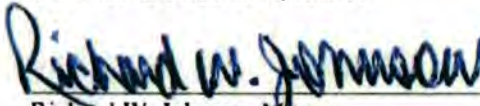
A RESOLUTION APPROVING THE IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION FOR THE OXBOW LAGOON LINK TRAIL AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATION

- WHEREAS, The City Council of the City of Ottumwa, Iowa, is eligible to make an application for the Iowa's Transportation Alternatives Program (TAP); and,
- WHEREAS, The Iowa's Transportation Alternatives Program (TAP) funds up to 100% of a project; and
- WHEREAS, The Wapello County Trails Committee has committed to \$38,000 matching funds; and
- WHEREAS, The City of Ottumwa has authorized matching funds up to \$20,000 and in-kind service for design, contract management and construction observation.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Iowa's Transportation Alternatives Program (TAP) Application is hereby approved and the Mayor is authorized to sign the application.

APPROVED, PASSED, AND ADOPTED, this 15th day of March, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



Form 240004 (11-17)

APPLICATION FORM FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

General information

Regional planning affiliation (RPA)/
 Metropolitan planning organization (MPO) Area 15 Regional Planning

Eligible sponsor/
 applicant agency City of Ottumwa

Contact person
 (name and title) Larry Seals-Public Works Director

Street address and/or
 box number 105 E. 3rd Street

City Ottumwa State IA ZIP code 52501

Phone number 641-683-0680 Email sealsl@ottumwa.us

If more than one agency or organization is involved in this project, please state the name, contact person, mailing address, and telephone number of the second agency. (Attach an additional page if more than two agencies are involved)

Applicant agency _____

Contact person
 (name and title) Kim Hellige-Wapello County Trails President

Street address and/or
 box number P.O. Box 121

City Ottumwa State IA ZIP code 52501

Phone number 641-226-2677 Email mkonbrook@gmail.com

Project information

Project title Oxbow Lagoon Link Trail

Project description (Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.)
This project will consist of a 5,260' PCC trail starting at the Greater Ottumwa Park, following the southern and eastern sides of the Oxbow Lagoon to the end of the existing trail. This project will link the park, existing trails around the park to the Milner Neighborhood Trail.

- If this project includes construction of a trail, what is the length of the trail in miles? 0.99
- If this project includes land acquisition, how many acres? _____
- Safe Routes to School (SRTS)** project (All information required by Attachment B must be included with this application.)
 If a construction project, is this project located within 2 miles of a primary or middle school (grades K-8)? Yes No
- Iowa Byways** project
 Is this project located within a designated scenic or historic byway corridor? Yes No
 If yes, has the project been endorsed by the appropriate byway board? Yes No
- Will this project be open to the public? Yes No
- Do you intend to charge a fee to users? Yes No If yes, how much will the fee be and how will the revenue be used?

Estimated project costs

Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.

Right of way acquisition cost \$0.00
 Preliminary design/engineering cost \$57,017.00
 Utility relocation cost \$0.00
 Construction engineering cost \$71,271.00
 Construction cost \$712,717.00
 Indirect cost (if applicable)
 Noninfrastructure cost (SRTS only)
 Other (please specify)
 Total cost \$841,005.00
 Iowa's TAP program funding request \$654,171.00
 Applicant match (20 percent minimum) \$186,288.00

| | Applicant match source | Amount | Assured or anticipated (date anticipated) |
|----|------------------------|-------------|---|
| 1. | City of Ottumwa | \$20,000.00 | plus \$128,288 in kind services |
| 2. | Wapello County Trails | \$38,000.00 | assured |
| 3. | | | |

Are any state funds involved in this project? Yes No

If yes, please explain the source and conditions.

Are any other federal funds involved in this project? Yes No

If yes, please explain the source and conditions. (Please note here if you have previously been awarded funding for this project from the Statewide TAP program or from a Local Project TAP program administered by an MPO or RPA.)

Estimated project development schedule

| | | |
|-------------------|-------------------------------|-------------------------------------|
| Design | Start date _____ | Completion date <u>UPON AWARD</u> |
| Land acquisition | Start date _____ | Completion date <u>Aug 31, 2022</u> |
| Construction | Start date <u>Apr 1, 2025</u> | Completion date <u>Nov 15, 2025</u> |
| Noninfrastructure | Start date _____ | Completion date _____ |

Has any part of this project been started? Yes No
If yes, please explain.

Documentation and narrative information

The following documents and narratives must be submitted with this application. In the upper right corner of each document or narrative write the corresponding letter shown below.

A. A narrative discussion of the project. Please **limit to five pages** in length. Your narrative should incorporate answers to the following questions.

1. **What is the project?** Provide a clear description of the concept of the proposed project, including such information as existing site conditions, trail length, number/acreage of parcels to be acquired, general construction activities planned, etc. For a nonconstruction project, provide a summary of the planned activities to be part of the project with a description of each. Remember to provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a project.
2. **Why is the project needed?** Provide adequate project justification based on existing or estimated future use of the facility. If the project is a SRTS project, your discussion should address the existing hazards to walking or biking to school and how your project will mitigate these hazards.
3. **If your project is a trail or sidewalk project, how will it enhance connectivity to other existing transportation facilities or provide linkages with local amenities, activity nodes, or points of interest?** This may include a description of how the project will assist older citizens, the economically disadvantaged, persons with disabilities, nondrivers, or other special populations or groups to access the transportation system.
4. **How does your project relate to the transportation system and what is its functional relationship, proximity, or impact to an existing or planned transportation facility?** If this is a regional project, what is its value to your region and how will it be a functional addition to the transportation system and region as a whole if no additional development funds are received? If this is a statewide or multiregional project, assess the value of this project from a statewide or multiregional perspective.
5. **If this project is part of a larger multiphase project, how will your project complement the phases already completed or planned for the future?** Keep in mind that the discussion of other completed or future phases of your project should not be the focus of your application or this narrative.
6. **How ready is your project to begin?** For example, is all funding in place or are some initial steps completed (e.g., environmental studies, preliminary design)? If some parts of the project have already been started, describe how that head start will allow your project to move quickly once awarded.
7. **Are there environmentally sensitive or culturally significant areas that may be affected by your project?** If so, how might those areas influence your project's ability to gain compliance with Section 106 or National Environmental Policy Act of 1969 requirements?
8. **To what degree will the proposed project fulfill the goals and/or priorities of the most recent MPO or RPA long-range transportation plan?**

B. A **detailed map** identifying the location of the project. The project scope should be clear and the map may also include other important information referred to in the narrative such as important transportation linkages, clearly marked completed or future project phases, etc. If the project is a SRTS project, the map shall indicate the K-8 school(s) to be served by the project, show a 2-mile radius of the school, identify neighborhoods served by the school, and hazards for children to walk or bike to school. More than one map may be submitted if the scope of the project is such that the desired detail is not feasible to be included on just one map. **Limit map sizes to no larger than 8.5-by-11-inches.**

- C. A **sketch plan** of the project, including **cross section** for bicycle or pedestrian facilities. If the cross section of your facility varies across the project (width, number of lanes, etc.) include a cross section for each situation and identify its location. (Required for construction projects only.)
- D. **Digital photographs (limit to five)** that will help to explain the existing site conditions of the proposed facility. It is not necessary to include photographs of all aspects or the entire route of a project. Photos submitted should be representative of the project as a whole or should support any particularly compelling or complex description included in the narrative provided in item A above.
- E. An **itemized breakdown** of the total project costs. This documentation does not need to be a detailed, line-item type estimate or formal engineer's opinion of probable cost. However, it must accomplish two objectives: 1) it must show the method by which the cost estimate was prepared, and 2) it must enable a reviewer to determine if the cost estimate is reasonable. The manner in which these objectives are achieved may vary widely depending on the type, scope, and complexity of the project. Absent a fully itemized list of costs, some general guidelines for possible methods of estimating each type of project cost are provided on Attachment A. The itemized breakdown should reflect costs in the planned project execution year estimated in your time schedule provided as part of item F below. It is preferable that this breakdown be provided by a licensed professional. If not, it is the responsibility of the applicant to explain the rationale and source of the assumptions used to develop the cost breakdown to allow a reviewer to have confidence in their accuracy.
- F. An estimated **time schedule** for the total project development. Local Project TAP program funded projects will be required to be programmed within the next four-year Transportation Improvement Program (TIP) window. Once programmed, a project funding agreement will be executed and projects will be required to submit a concept statement and initiate preliminary plans within the programmed year. Projects will be required to be let within two years of funds being available (programmed) to the project. Upon award and execution of a project funding agreement, projects that fail to make satisfactory progress may be terminated by the Iowa Department of Transportation.
- G. An **official endorsement** of the project from the authority to be responsible for the project's maintenance and operation. The authority must provide written assurance it will adequately maintain the completed project for its intended public use following project completion. For most construction projects, this will be a minimum of 20 years. The endorsement must also acknowledge the intent of the authority to provide the match funds required for the project. For cities, counties, or other political subdivisions, this should be in the form of a fully executed resolution by the elected body or board, as applicable.
- H. If applicable, a **letter of support** of the project from the scenic or heritage byway board. The board's letter should also address the project's relationship to the byway's intrinsic qualities, how the project will also have a statewide or multiregional impact, and whether the project is included in the byway's current corridor management plan.
- I. If applicable, the **items listed in Attachment B** shall be provided. If this project application is for a SRTS project, the applicant will complete and address the items provided in Attachment B, which are required only if the project is applying as a SRTS project. Failure to provide this information may result in the project not being considered as a SRTS project under the Statewide TAP program.
- J. A **narrative** discussing the public input process that was followed and the extent to which adjacent property owners and others have been informed of the proposed project and an assessment of their acceptance. As part of this narrative, also describe local and regional planning efforts related to the project, including whether it is listed in a long-range plan. Also include discussion of any partnerships among local organizations and stakeholders that this project may help to facilitate or how these entities or individuals have contributed to the development of the project concept or have committed financial or other support to the project.
- K. A **letter of support** from the Iowa DOT's district office if the project will include construction within Iowa DOT right of way.
- L. A completed **Minority Impact Statement**.

The award of Iowa's TAP program funds, any subsequent funding or letting of contracts for design, construction, reconstruction, improvement, or maintenance, or the furnishing of materials shall not involve direct or indirect interest, prohibited by Iowa Code 314.2, 362.5, or 331.342, of any state, county, or city official, elective or appointive. Any award of funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of funding and authorize a complete recovery of any funds previously disbursed.

Certification

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand that the attached **official endorsement(s)** binds the participating authority to assume responsibility for adequate maintenance of any new or improved facilities.

I understand that, although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Iowa DOT is required prior to the authorization of funds.

Representing the City of Ottumwa

Larry Seals, Public Works Director

Typed name and title

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grants applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.
Describe the positive impact expected from this project.

Indicate which groups are impacted.

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.
Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which groups are impacted.

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

The proposed grant project programs or policies are not expected to have a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

This project will not displace any residences or businesses, or effect any services.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name Larry Seals

Title Public Works Director

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

REQUEST FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

ATTACHMENT A

Itemized breakdown of total project costs guidelines.

Construction costs

These may be based on historical averages for entire projects of similar size and scope. Examples include:

- Typical cost per mile of trail (e.g., \$XXX,XXX per mile for moderate terrain and limited number of structures).
- Typical cost per square foot of bridge deck.
- Typical cost per square foot of new or renovated building space.
- Typical cost per lineal foot of sidewalk.

Design/inspection costs

These may be estimated based on the following typical percentages of construction costs, such as:

- 8 to 10 percent for preliminary up through final design and letting activities.
- 12 to 15 percent for construction inspection activities.

Right of way acquisition costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per square foot for permanent right of way.
- Typical cost per square foot for temporary easements.

Utility and railroad costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per linear foot of relocated or reconstructed facility (i.e., track, pipe, electrical lines).
- Typical cost per installation (i.e., railroad switches, utility poles, transformers, control boxes).

Indirect costs

If indirect costs are involved (e.g., wages):

- Estimated hours.
- Estimated hourly rate, salary.
- Estimated fringe, direct.
- Other direct cost estimate.
- Other indirect cost estimate.

REQUEST FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

ATTACHMENT B

For Safe Routes to School (SRTS) projects only.

1. Provide the following information about the affected school and student population. (To answer items f, g, h, and i below, use the data collection forms, tips, and instructions provided at <http://www.saferoutesinfo.org/data-central/data-collection-forms> to gather the necessary data. Do not send your survey forms with this application.)

- a) School name
- b) Grades of students at school
- c) Number of students at school
- d) Number of K-8 students at school
- e) Distance eligibility for riding a bus (radius) in miles
- f) Number of K-8 students who currently walk to school
- g) Number of K-8 students who currently bicycle to school
- h) Number of K-8 students currently driven to school
- i) Number of K-8 students currently bused to school
- j) Number of K-8 children eligible for busing
- k) Number of K-8 students who attend this school and live within 2 miles of the school

2. A narrative discussing your plans for evaluating the success of the project. The SRTS program goal is to enable and encourage more children to walk and bicycle to school. How will you measure your success? What method will you use to determine whether more children are walking and bicycling to school? What are your specific user goals for this project? Your plans for measurement should minimally include using the student survey forms provided at <http://www.saferoutesinfo.org/data-central/data-collection-forms> to gather before and after figures for the number of K-8 students who are:

- a) Walking to school.
- b) Bicycling to school.
- c) Driven to school.
- d) Bused to school.

Oxbow Lagoon Link Trail

1. **Project Description:** This project will construct a recreational trail that links the Greater Ottumwa Park, the trails within the park, and the existing Oxbow Trail to the Milner Neighborhood Trail. The project will close a gap that exists between the recreational opportunities available in the park as well as the trails along the Des Moines River with the residential adjacent to the Milner Neighborhood Trail. It will also provide non-motorized access to businesses located on Richmond Avenue and Church Street located around the Oxbow Lagoon.

The Oxbow Lagoon Trail will be 5,260' long, starting at the Greater Ottumwa Park (located south of US 34 and Iowa 149), follow the southern and eastern sides of the Oxbow Lagoon and connecting to the existing trail located on the western side of the Church Street business district. This project will include reconstructing 400' of the existing trail behind Church Street where the bank of the lagoon has slumped off, 2,560' of new trail along the Oxbow and 2,700' of 8' trail within the ROW of Richmond Avenue and Church Street where it isn't possible to construct along the Oxbow. The trail along the Oxbow will be 10' and sections in Church and Richmond ROW will be 8', the trail will be constructed of 5" thick PCC on top of a 6" subgrade and will include detectable warning strips at crossings.

The project area around the Oxbow Lagoon includes a strip of green space consisting of trees and lower-level vegetation along the water. This is where the trail will be constructed whenever possible. Beyond this strip of green space is the commercial district along Richmond and Church. This district includes convenience stores and restaurants. Richmond Avenue is a two-lane minor collector that has a traffic volume of 9,300 vehicles per day. The road has a side walk running the entire length of the south side of the area, there is a gap in the sidewalk on the north side. Church Street is a three-lane minor collector with a TWTL that has a traffic volume of 7,300 vehicles per day. Within the business district Church St has sidewalks on both side of the street.

The Oxbow Link Trail will create a connection between the Milner Neighborhood Trail and the rest of the Ottumwa Trail System. It will allow residents of the south side to access the trail system or Greater Ottumwa Park without having to ride or walk on a street. The trail will close the gap on the north side of Richmond Avenue, so pedestrians do not have to cross the street. It will also provide non-motorized access to restaurants in the area.

The Milner Neighborhood Trail was completed last summer. Currently it is not connected to the rest of the Ottumwa Trail System. It is designed as a pathway to connect residential neighborhoods with activity areas including parks, schools, and the trail system. The Milner

Neighborhood Trail has a southern terminus at Mary Street and passes near three schools and the trail system. The Milner Neighborhood Trail has a southern terminus at Mary Street and passes near three schools, running through residential areas before reaching its northern terminus at Richmond Avenue. From the location of the Milner trail's northern terminus, it is approximately 2,011' from this location to the Greater Ottumwa Park or 2,718' to the end of the current trail west of the Oxbow. This project will close the gap between the Milner Neighborhood Trail, the Greater Ottumwa Park, trails within the park, and along the Des Moines River. It will create a link between residential areas in the southern part of Ottumwa to recreational opportunities close to the river.

The concept for the Oxbow Lagoon Link Trail was first identified in 2015 in the Riverfront Renaissance Master Plan. Since then, it has been included in four subsequent local and regional plans; Pathways to Healthy Neighborhoods: Ottumwa Bicycle and Pedestrian Plan (2017), Forward 2040:RPA 15 Long-Range transportation plan(2019), Our Ottumwa:2040 Comprehensive Plan (2020), and the RPA 2021 Regional Trails Plan (Draft 2020).

The Riverfront Renaissance Master Plan was developed to create a vision for the future of Ottumwa's riverfront, its most visible and important natural resource. Page twelve of the plan discusses the Oxbow and identifies it as a feature where people can get close to the water safely. The document notes that there is a trail along the northwest edge of the Oxbow and recommends continued development around the exterior of the lagoon, which would take advantage of the natural features of the area and provide connectivity to nearby neighborhoods and businesses.

Ottumwa's Bicycle and Pedestrian plan was designed to create pathways to link neighborhoods to outdoor activity areas including the park, school, or existing trails. The plan's goal is to encourage residents to walk, run or bike from their neighborhood to an activity by having a safe facility and create a healthy community. This Plan includes the Oxbow Lagoon Trail, as a priority 1 corridor, meaning that it serves as part of the primary route or "backbone", that other corridors would connect to. This plan is incorporated into the RPA 15 Long Range Transportation Plan and City of Ottumwa's Comprehensive Plan.

Forward 2040: the RPA 15 Long-Range Transportation Plan serves to examine the region's existing transportation system, explore its transportation needs, and guide project selection by the planning affiliation. Page 108 lists future improvements for Wapello County and Ottumwa identifies implementation of the Ottumwa Bicycle and Pedestrian Plan, this plan is included in the LRTP 183-186. The Oxbow Lagoon Link is also consistent with the priorities and strategies that have been identified for improving trails in the LRTP on pages 113-14, specifically by improving access to trails through creating links from existing facilities to neighborhoods without trail connectivity.

Our Ottumwa: 2040 Comprehensive Plan provides an analysis of existing conditions within the city and serves as a guidebook for future growth, it assists the City of Ottumwa with decision

making on land use, natural resources, and infrastructure. Pages 53-54 incorporate the bicycle and pedestrian plan and include the Oxbow Lagoon Link Trail from the bike/ped plan linking the existing trails and the Milner Neighborhood Trail. This project is consistent with quality of life goal #2 of the plan as shown on page 176, specifically action item e) implement the bike/ped plan to expand the trail system in natural areas and f) complete improvement and expansion along priority corridors to improve accessibility to the system.

The Regional Trails Plan provides an overview of existing and proposed trails within the region, and identifies goals for future investment by planning affiliation. This draft plan includes: projects that have been completed, modified, and new projects since the LRTP in 2019 and the previous trails plan in 2016. Future improvements for Wapello County and Ottumwa are identified on page 36, this includes "constructing the Oxbow Trail from Ferry Street and the Greater Ottumwa Park around the outside of the Oxbow Lagoon to Church Street". Bicycle and Pedestrian plan maps, included on pages 40-43, have been updated to include completed and soon to be completed corridor segments, and the addition or modification of projects. The Oxbow Lagoon Link Trail is now shown to start at the southern tip of Greater Ottumwa Park and follow the outside bank of the Oxbow Lagoon around to the end of the existing trail.

Filling the gap between the Milner trail and the Ottumwa Park with this project is consistent with the direction of the Iowa Bicycle and Pedestrian Plan (2018). The Oxbow Lagoon Link aligns with the goals outlined in Chapter 2, specifically to "develop infrastructure to create an interconnected network of on-road bikeways, sidewalks, multi-use trails and end-of-trip facilities that use the appropriate facility type to connect people to where they want to go" and to connect discontinuous sections.

The City of Ottumwa is committed to maintaining the Oxbow Lagoon Link Trail for the public good. The city's parks department perform mowing and clearing of vegetation while the engineering department is responsible for contractual repairs of the trail system around Ottumwa. Many repairs that may be needed can be performed in-house by the street department's crews, larger items are contracted out. Funding for regular maintenance items is included in the departmental budget, for repairs the city uses its road use or CIP funds. The Wapello County Trails Council also fund raises and assists the city with minor repairs. City crews can replace or repair PCC sections as needed. Large HMA repairs if needed are contracted out.

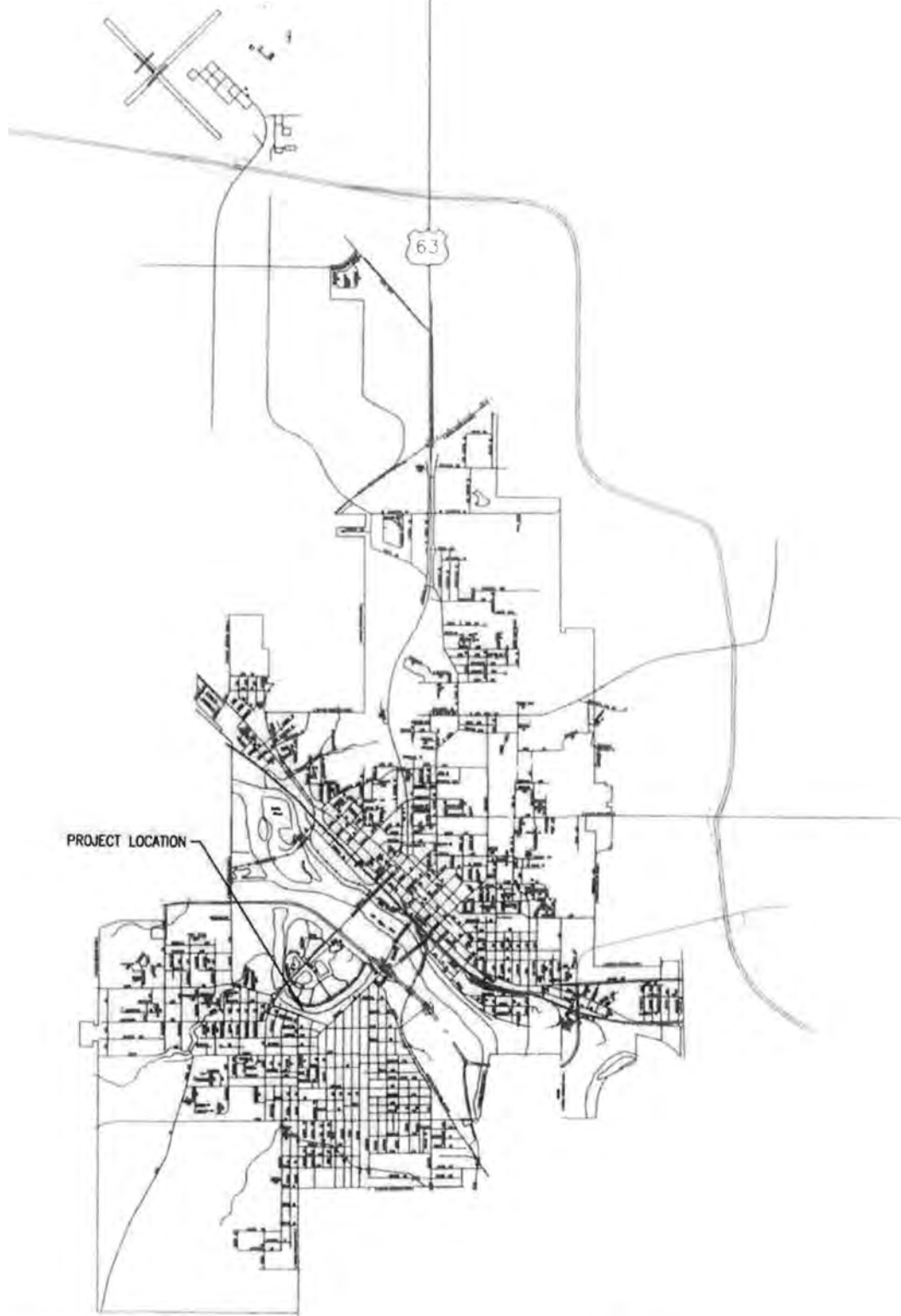
The idea for the Oxbow Lagoon Link Trail started to develop with the Wapello County Trails Council approximately seven years ago. There were trails inside Greater Ottumwa Park and a partial section of trail along the east side of the Oxbow. The organization believed that the park was important gathering place in the community offering a variety of passive and active outdoor recreation activities and having trails on both sides of the Oxbow would be a valuable amenity. This idea has been refined and included in five planning documents since inception, following each document's public involvement process, a summary of the major points follows.

The concept for this project was included in the Riverfront Renaissance Master Plan as a recommendation for the Oxbow area. Development of the Riverfront Renaissance plan was guided by a steering committee that included local officials, residents, business, and property owners who acted as representatives of the community and met monthly to discuss the plan. This document was adopted in 2015.

Following the Riverfront Master Plan, the Oxbow Lagoon Link Trail was included in Ottumwa's Bicycle and Pedestrian Plan and designated a priority 1 corridor. This document was developed through consultations between the City of Ottumwa and the Wapello County Trails Council. A presentation to the Ottumwa City Council on the plan received significant local news coverage, with coverage in the newspaper and on the local tv news. The trails plan was adopted in 2017 and incorporated into subsequent local and regional planning documents.

The bicycle and pedestrian plan was incorporated into Our Ottumwa: 2040 Comprehensive Plan, this included the Oxbow Lagoon Link. To reach the widest range of residents, the City developed a communication plan to guide the citizen involvement and provide a variety of engagement opportunities. A website was created and maintained during the process to provide information about the plan, publicize meetings, and a source of public input via the comment section. An advisory committee, consisting of representatives from the city, local organizations and interest groups met regularly and provided feedback. A public workshop was held to provide an overview and offer interactive visual, priority and mapping exercises for attendees. Public input was also gathered through a community survey that asked residents thirty-five questions about life in Ottumwa.

Along Church Street there are ten property owners, and three along Richmond Avenue that will be adjacent to the trail. Over the last year contact has been made with all ten of the property owners along Church Street, and the project has been discussed. Ninety percent of the property have indicated a willingness to sign an easement. Reasons given by property for support of project: bring in visitors to business and support business, connect church with community and can be used for activities, make the space behind properties more visible and reduce vandalism. Easements with legal descriptions have been developed for all the properties and will be obtained by July 2021.



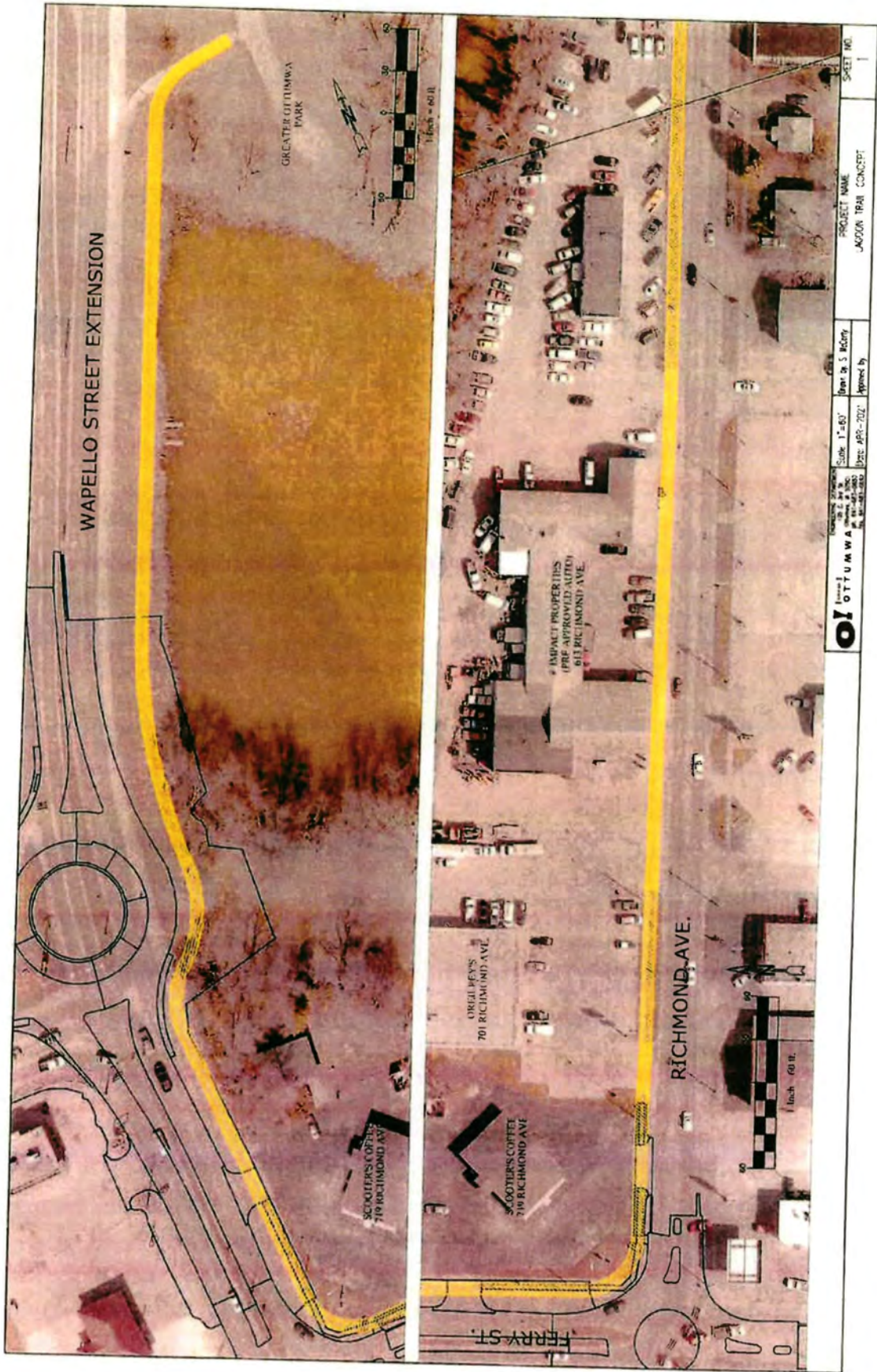
O! City of **OTTUMWA**
 ENGINEERING DEPARTMENT
 105 E. 3rd St.
 Ottumwa, IA 52501
 ph. 641-683-0680
 fax. 641-683-0992

Scale: NTS
 Date: 2022

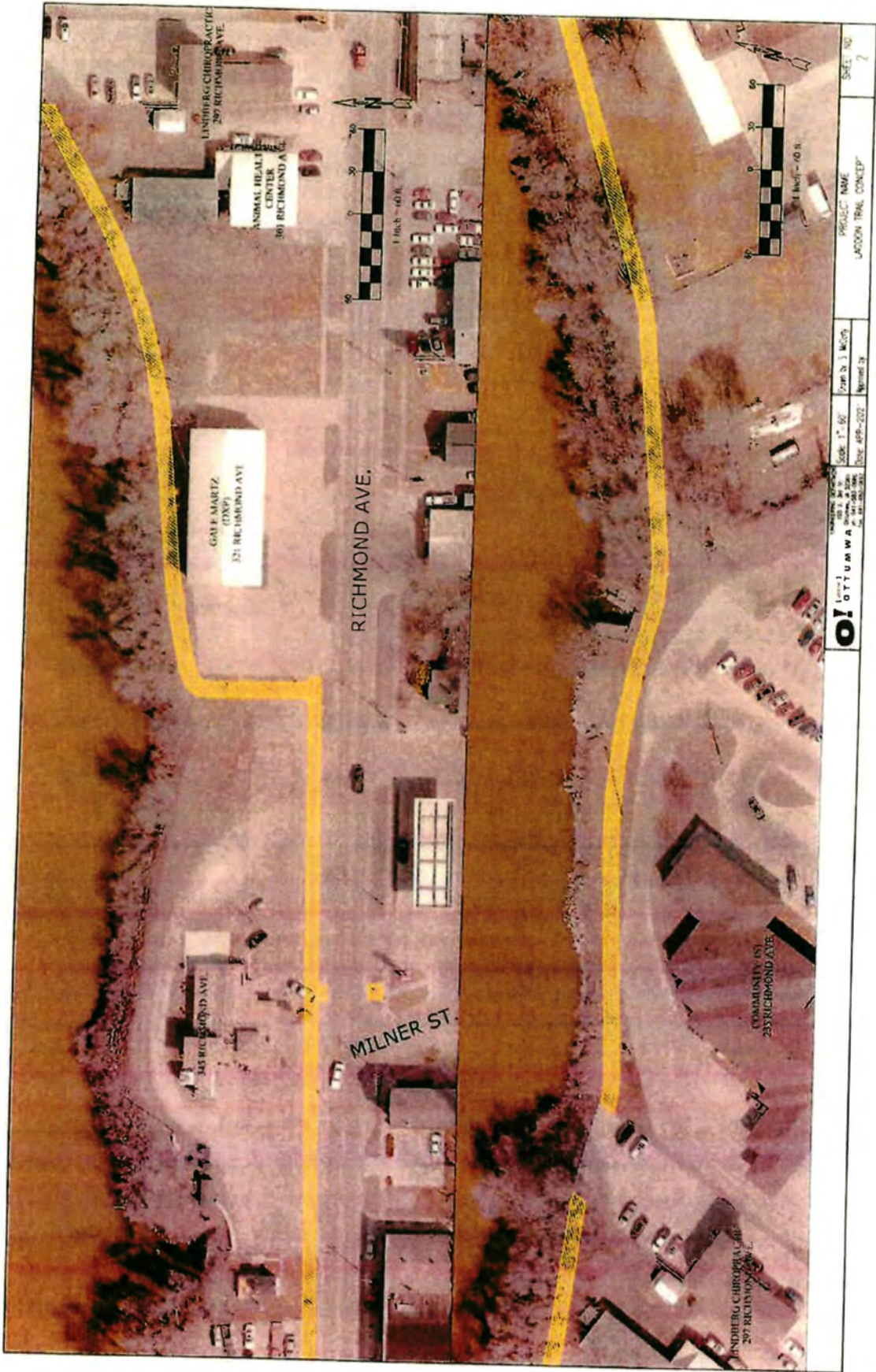
Drawn by: S. McCarty
 Approved by:

PROJECT NAME
 OXBOW LAGOON LINK TRAIL

SHEET NO.
 D01

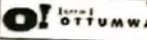


| | | | |
|--|---|--------------------------------------|-----------------|
| | Scale: 1" = 60' Date: 5/20/2021 Project: APR-2021 | Project Name: JACON TRAIL CONCEPT | Sheet No.: 1 |
| | Approved by: _____ | Prepared by: _____ | |



City of Richmond
 PREPARED BY: J. McVey
 DATE: 4/28/2021
 PROJECT NAME: LACON TRAIL CONCEPT
 SHEET NO: 2



| | | | | | |
|---|--|---------------------------------|-------------------------------------|--------------------------------------|----------------|
|  | ENGINEERING & CONSTRUCTION INC. 24 S. BROADWAY & 13TH W. 841-462-0200 FAX 841-992-1981 | Scale: 1"=60' Date: APR-2021 | Drawn by: S. McGary Approved by: | PROJECT NAME LAGOON TRAIL CONCEPT | SHEET NO. 5 |
| | | | | | |

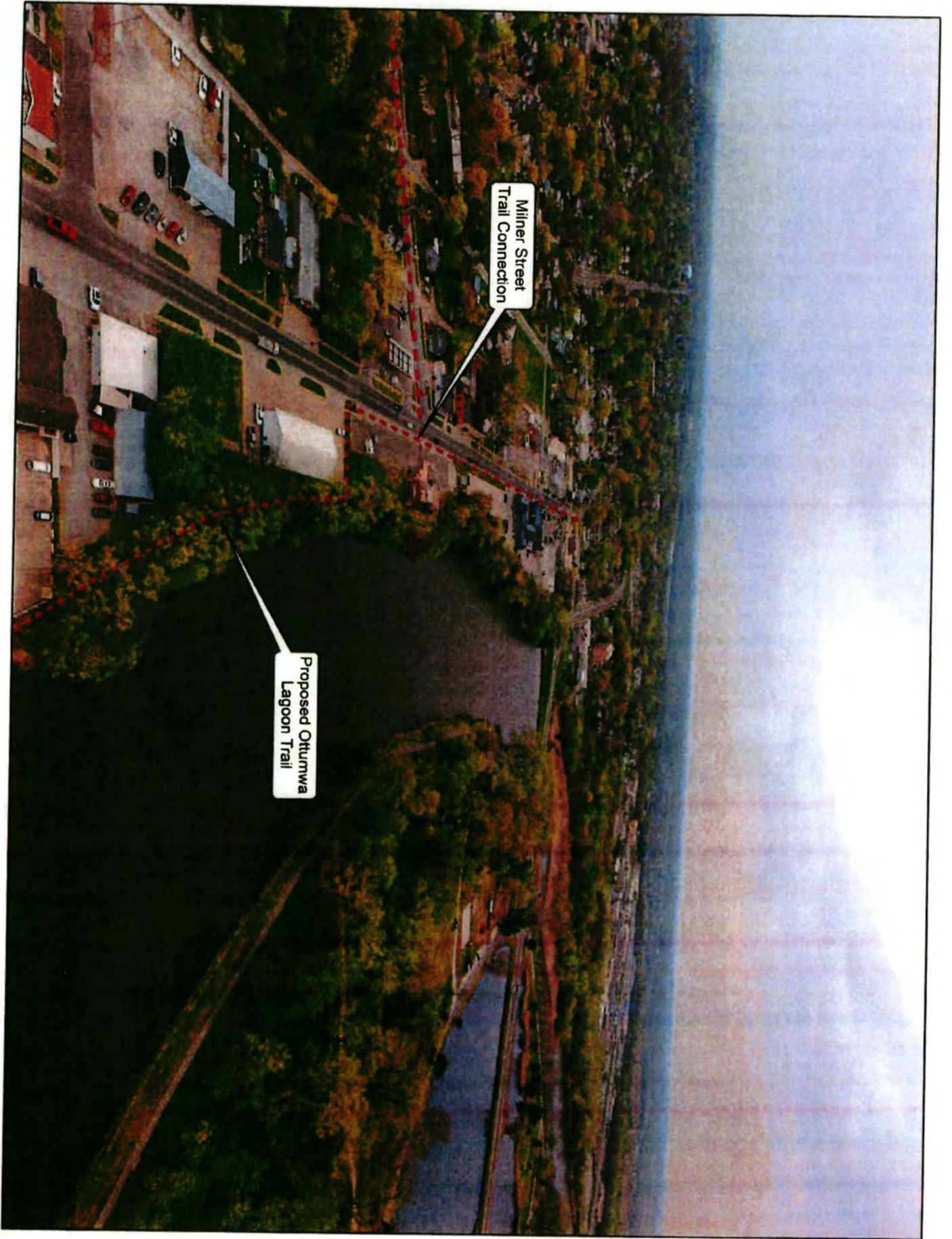


Existing Trail

Proposed Ottumwa
Lagoon Trail



Proposed Otumwa
Lagoon Trail



Milner Street
Trail Connection

Proposed Ojtmwma
Lagoon Trail

ESTIMATE- Lagoon Trail 8'- 10' Multiuse

Updated by SM on 2-23-2022

| ITEM | DESCRIPTION | Cost Estimate | | | |
|------|-----------------------------------|---------------|------|--|---------------------|
| | | UNIT | QTY | PRICE | EXTENSION |
| 1 | REMOVAL OF SIDEWALK | SY | 325 | \$15.00 | \$4,875.00 |
| 2 | CLASS 10 EXCAVATION | CY | 2850 | \$30.00 | \$85,500.00 |
| 3 | REMOVAL OF PAVED DRIVEWAY | SY | 1950 | \$15.00 | \$29,250.00 |
| 4 | DRIVEWAY, P.C. CONCRETE, 6 IN | SY | 1250 | \$58.00 | \$72,500.00 |
| 5 | PAVEMENT, P.C. CONCRETE | SY | 5250 | \$65.00 | \$341,250.00 |
| 6 | CURB & GUTTER REMOVAL | LF | 25 | \$20.00 | \$500.00 |
| 7 | CURB & GUTTER REPLACEMENT, 2.5' | LF | 25 | \$48.00 | \$1,200.00 |
| 8 | DETECTABLE WARNINGS | SF | 64 | \$45.00 | \$2,880.00 |
| 9 | INTAKE ADJUSTMENT | EA | 2 | \$1,750.00 | \$3,500.00 |
| 10 | TOPSOIL, STRIP SALVAGE AND SPREAD | CY | 750 | \$50.00 | \$37,500.00 |
| 11 | SEEDING & FERTILIZING & MULCHING | AC | 1 | \$10,000.00 | \$10,000.00 |
| 12 | CLEARING & GRUBBING | LS | 1 | \$7,500.00 | \$7,500.00 |
| 13 | CHAINLINK FENCE INCLUDING 6 GATES | LF | 2100 | \$35.00 | \$73,500.00 |
| 14 | TRAFFIC CONTROL | LS | 1 | \$10,000.00 | \$10,000.00 |
| 15 | MOBILIZATION | LS | 1 | \$20,000.00 | \$20,000.00 |
| 16 | SILT FENCE | LF | 675 | \$7.50 | \$5,062.50 |
| 17 | REMOVAL OF SILT FENCE | LF | 675 | \$4.00 | \$2,700.00 |
| 18 | CONSTRUCTION SURVEY | LS | 1 | \$5,000.00 | \$5,000.00 |
| | | | | CONSTRUCTION TOTAL | \$712,717.50 |
| | | | | 8% Design | \$57,017.40 |
| | | | | 10 % Contract management & observation | \$71,271.75 |
| | | | | PROJECT TOTAL | \$841,006.65 |

received
3.14.24 11 AM

Item No. I.-8.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 19, 2024

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head

GR
City Administrator Approval

AGENDA TITLE: Resolution #78-2024, Approving a bid from Cunningham Recreation Recreation for new Playground Equipment for Ottumwa Park.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution # 78-2024

DISCUSSION: Bids for new playground equipment for Ottumwa Park were opened on March 6, 2024 at 2 p.m. Bids were received from 5 playground equipment suppliers. All bids were exactly \$27,000 as requested in the specifications. The bids were put on display at the Ottumwa Parks Advisory Board meeting on March 12, 2024. The general public was invited to vote for their favorite choice, and Gametime playground equipment Option 1 received the most votes. This project is funded by a \$30,000 Bright Ideas grant from the Ottumwa Regional Legacy Foundation through the Friends of Ottumwa Parks.

Source of Funds: Ottumwa Regional Legacy Foundation Budgeted Item: Budget Amendment Needed: No

RESOLUTION # 78-2024

A RESOLUTION APPROVING A BID FROM CUNNINGHAM RECREATION FOR THE OTTUMWA
PARK PLAYGROUND EQUIPMENT PROJECT

WHEREAS, The Friends of Ottumwa Parks received a grant from the Ottumwa Regional Legacy Foundation Bright Ideas Program for \$30,000 for new playground equipment for Ottumwa Park; and

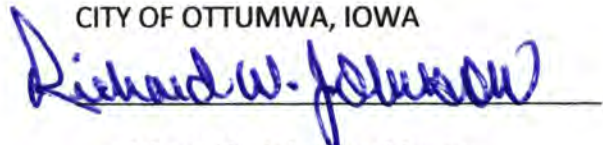
WHEREAS, Bids were received and opened on March 6, 2024; and

WHEREAS, Ottumwa residents voted for their favorite playground equipment at the meeting of the Ottumwa Parks Advisory Board on March 12, 2024.

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

APPROVED, PASSED, AND ADOPTED, this 19th day of March, 2024.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



CITY OF OTTUMWA, IOWA

Option 1

PROPOSAL FOR PLAYGROUND EQUIPMENT FOR OTTUMWA PARK

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for PLAYGROUND EQUIPMENT and agrees to furnish said PLAYGROUND EQUIPMENT in accordance with those documents.

\$27,000.00

TOTAL CASH PRICE FOR PROJECT

Option 1 - Powerscape/Xscape Modular Structure for Ages 5-12 -Pricing is valid for 60 days.

MODEL BEING BID AND LENGTH OF TIME BID IS VALID

Please see the attached, detailed warranty document.

WARRANTY, (Specify)

9 weeks from date of order

DELIVERY TIME REQUIRED

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

Local Preference: Ordinance 2937-2004 gives a 3% preference to vendors located within the corporate City limits on bids accepted by the City.

If my bid is accepted, the undersigned further agrees to enter into a contract for delivery of said Powerscape/Xscape Modular Structure for Ages 5-12 according to instructions as issued by the City at the time requested.

Playcore Wisconsin, Inc., dba Gametime,
c/o Cunningham Recreation

800-438-2780

Name of Company

Phone Number

Scott Cunningham

Printed Name

By Scott Cunningham
Authorized Signature

March 4, 2024

Date

President, Cunningham Recreation

Title

Ottumwa Park Option 1

Desi

