



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 15
Bridge View Center, 102 Church St.

April 16, 2024
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Bossou, Galloway, Hoffman, McAntire, Caviness and Mayor Johnson.
- B. CONSENT AGENDA:
 - 1. Minutes from Special Meeting No. 13 on April 2, 2024 and Regular Meeting No. 14 on April 2, 2024 as presented.
 - 2. Acknowledge and approve April 16, 2024 Claims List as submitted by the Finance Department.
 - 3. Civil Service Eligibility Lists for April 10, 2024: Utility Worker Entrance and Equipment Operator Entrance.
 - 4. Arbor Day Proclamation.
 - 5. Proclamation of May, 2024 as Mental Health Month.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

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

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

F. PUBLIC HEARING:

- 1. This is the time, place and date set for a public hearing on the Certification of Taxes and FY 24/25 Annual City Budget.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 80-2024, certifying taxes and FY24/25 Annual City Budget for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 80-2024.

- 2. This is the time, place and date set for a public hearing on the disposition of City owned property located at 413 North Birch to David Osorio.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 95-2024, accepting the bid and approving the disposal of 413 North Birch, Ottumwa, Iowa to David Osorio for the sum of \$18,000.

RECOMMENDATION: Pass and adopt Resolution No. 95-2024.

3. This is the time, place and date set for a public hearing on the disposition of City owned property located at 1140 North Elm Street to David Osorio.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 96-2024, accepting the bid and approving the disposal of 1140 North Elm Street to David Osorio for the sum of \$18,000.

RECOMMENDATION: Pass and adopt Resolution No. 96-2024.

G. ORDINANCES:

1. Ordinance No. 3221-2024, an Ordinance to re-establish and continue the Downtown Ottumwa Self-Supported Municipal Improvement District pursuant to the Provisions of Chapter 386, Code of Iowa, and Providing for the continuation of certain funds and the levy of annual taxes in connection therewith.

RECOMMENDATION: Pass the Second Consideration of Ordinance No. 3221-2024.

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

I. RESOLUTIONS:

1. Resolution No. 81-2024, requesting a Special Election on the Imposition of a New Local Option Sales and Services Tax (LOSST) in the Amount of One Percent and Specifying the Purposes to which the revenues shall be applied.

RECOMMENDATION: Pass and adopt Resolution No. 81-2024.

2. Resolution No. 83-2024, setting May 7, 2024 as the date for a public hearing on the Amendment to Fiscal Year 2024 Budget.

RECOMMENDATION: Pass and adopt Resolution No. 83-2024.

3. Resolution No. 92-2024, authorizing the Mayor to sign Contract with Kirkham Michael & Associates, Inc., for survey and design work on the Apron and Taxiway Rehabilitation Project (AIP) Project No. 3-19-0073-026-2024, at the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution No. 92-2024.

4. Resolution No. 93-2024, confirming \$74,245.50 as the termination payment to Greg Wilson, d/b/a Integrity Golf Group, LLC, for the Operation of Cedar Creek Golf Course and authorizing City staff to release payment.

RECOMMENDATION: Pass and adopt Resolution No. 93-2024.

5. Resolution No. 94-2024, approving contract with Civic Systems, LLC for the purchase of new financial software for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 94-2024.

6. Resolution No. 98-2024, determining the necessity and fixing a date for a public hearing on the matter of the adoption of a proposed Amendment No. 1 to the Amended and Restated Ottumwa Urban Revitalization Plan.

RECOMMENDATION: Pass and adopt Resolution No. 98-2024.

7. Resolution No. 99-2024, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the Asbestos Abatement – City Hall Building Project.

RECOMMENDATION: Pass and adopt Resolution No. 99-2024.

8. Resolution No. 100-2024, authorizing Fourth Amendment to Amended and Substituted Lease by and between the City of Ottumwa and National Railroad Passenger Corporation a/k/a Amtrak.

RECOMMENDATION: Pass and adopt Resolution No. 100-2024.

9. Resolution No. 101-2024, Fixing May 7, 2024 as the Date for a Public Hearing on the Proposal to convey certain real property locally known as 119 West Fifth Street, Ottumwa, Iowa, to John and Noma Woudenberg.

RECOMMENDATION: Pass and adopt Resolution No. 101-2024.

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

Recess – Council will reconvene for closed session proceedings after room is rearranged.

Regular Meeting No. 15
Bridge View Center, 102 Church St.

April 16, 2024
6:00 O’Clock P.M.

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

1. Motion to enter closed session in accordance with the Iowa Code Section 20.17 (3), (“Negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators shall be exempt from the provisions of Chapter 21...”).
2. Return to Open Session for any related action and/or to adjourn.

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]

OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 4/12/24 TIME: 9:00 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 #15 to be held on 4/16/2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

 FAX MULTI TX REPORT

JOB NO. 4604
 DEPT. ID 4717
 PGS. 5

TX INCOMPLETE -----

TRANSACTION OK 916606271885
 916416823269
 ERROR 916416847834
 916416828482

KTVO
 Ottumwa Waterworks
 Ottumwa Courier
 Tom FM



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TX REPORT

JOB NO. 4604
DEPT. ID 4717
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SHEETS 5
FILE NAME

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TRANSACTION OK	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416847834	Ottumwa Courier
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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #15 to be held on 4/16/2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

Item No. B.-1.

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 13
Bridge View Center, 102 Church St.

April 2, 2024
5:30 O'Clock P.M.

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

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

Staff present City Admin. Rath, Finance Dir. O'Donnell, PIO Lawrence, Dir. Airport Oper. Wheaton, PW Dir./City Engineer Burgmeier, HR Dir. Codjoe, Police Chief Farrington, Parks & Rec Dir. Rathje.

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

This was the time, place and date set for a public hearing on the proposed Property Tax Levy for the City of Ottumwa, FY 24/25. O'Donnell reported. Wapello County Brd. of Supervisors Brian Morgan reported on county experience with their budget. No objections rec'd. Hoffman moved, seconded by McAntire to close public hearing. All ayes.

There being no further business, Galloway moved, seconded by Hoffman to adjourn. All ayes.

Adjournment was at 5:48 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Richard W. Johnson, Mayor

Christina Reinhard, CMC, City Clerk

Published in Ottumwa Courier on 4/11/2024.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 14
Bridge View Center, 102 Church St.

April 2, 2024
6:00 O'Clock P.M.

The meeting was called to order at 6:03 P.M.

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

Caviness moved, seconded by McAntire to approve consent agenda items: Mins. from Regular Mtg. No. 11 on March 19, 2024 and Special Mtg. No. 12 on March 26, 2024 as presented; Ack. and approve April 2, 2024 Claims List submitted by Finance; Recommend re-appointment of Ann Youngman to Civil Service Comm., exp. 4/5/2028; Child Abuse Prevention Month Proclamation; Auth. Mayor to sign lease agt. with SEIA Comm. Soccer League for use of facilities at Midwest Little League and Union Park, beginning April 8, 2024 through Dec. 31, 2024; Approve conflict of interest waiver for Ahlers & Cooney, P.C.; Approve Salvage Dealer's License: Rosenman's Inc., 902 E. Main St.; Alter Metal Recycling, 404 N. Forrest Ave.; Paulos Used Cars, 430 N. Forrest Ave.; Res. No. 75-2024, approving Contract, Bond and Cert. of Ins. for Sanitary Sewer Spot Repair; Res. No. 84-2024, approving Contract, Bond and Cert. of Ins. for Albia Rd. N. Quincy Ave. Roundabout; Res. No. 87-2024, approving Contract, Bond and Cert. of Ins. For S. Milner (Portafield to Hand) St. Recon.; Res. No. 88-2024, approving Contract, Bond and Cert. of Ins. for 2024 Asphalt St. Repair; Beer and/or liquor applications for: Las Palmas Bar & Grill, 321 E. 2nd; Parkview Plaza (Hotel Ottumwa), 107 E. Second, special Class C five day Temp. OSA on 5/9/2024-5/13/2024; all applications pending final inspections. All ayes.

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

City Admin. Rath provided overview of work session held 3/26/2024; discussed brds. and commissions followed by financial options the City may need to explore (LOST renewal, Franchise Fees). He also provided refresher on Urban Renewal & Tax Increment Financing.

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

Caviness moved, seconded by Hoffman to pass first consideration of Ord. No. 3221-2024, to re-establish and cont. Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID) pursuant to Provisions of Ch. 386, Code of IA, and Providing for cont. of certain funds and the levy of annual taxes in connection therewith. All ayes.

Caviness moved, seconded by Hoffman to pass third consideration and adopt Ord. No. 3224-2024, permitting Class B Master Electricians to perform electrical work in the City by Repealing and Replacing Section 13-5 of the Municipal Code of the City of Ottumwa. All ayes.

Caviness moved, seconded by Hoffman to pass second consideration of Ord. No. 3225-2024, Adopting Temp. Regulations for RAGBRAI Overnight Stay in Ottumwa Effective July 24, 25, and 26, 2024. All ayes.

Caviness moved, seconded by Hoffman to waive third consideration, pass and adopt Ord. No. 3225-2024. All ayes.

Caviness moved, seconded by McAntire to approve purchase of four light poles and lights for the Albia Rd. N. Quincy Ave. Roundabout Project in the amt. \$19,469.79. All ayes.

Caviness moved, seconded by McAntire to direct staff to release RFQ for Structural Analysis of 105-107 E. Main St. All ayes.

PW Dir./City Engineer Burgmeier provided Projects Update for 2024.

Caviness moved, seconded by McAntire that Res. No. 79-2024, set April 16, 2024 at 5:30 P.M. as date for Public Hearing on FY24/25 Cert. of Taxes and Annual City Budget, be passed and adopted. All ayes.

Caviness moved, seconded by McAntire that Res. No. 82-2024, setting dates of consultation and public hearing on proposed Amend. No. 9 to West Gate Economic Development URP in the City, be passed and adopted. All ayes.

Caviness moved, seconded by McAntire that Res. No. 85-2024, approving pymt. of Inv#CI-0018630, for IDOT Precon. Agt. No. 2021-6-092 for Hwy. 149 N. of Woodland Ave. Overlay Project, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 86-2024, auth. Mayor to execute Permanent Utility Easement Agt. for Construction and Maintenance of Public Improvements for S. Milner Street Recon. Project (Portafield to Hand), be passed and adopted. All ayes.

Caviness moved, seconded by McAntire that Res. No. 89-2024, Support of Proposed Terms to be included in Dev. Agt. between City of Ottumwa and CBC Financial Corp., be passed and adopted. Rath introduced David Tote, with CBC to present. This project is at 608 E. Williams (Agassiz school bldg.); renovate space to incorporate 40 new housing units (with additional bldg. being erected on the lot) to help with housing shortage for LMI applicants. Motion carried 4-1. Vote Ayes: Caviness, Bossou, Galloway, Hoffman. Nays: McAntire.

Caviness moved, seconded by Hoffman that Res. No. 90-2024, awarding contract for asbestos abatement and demolition of 706 W. Fourth St. to Dan Laursen for \$8,400 (\$3,400 Asbestos/\$5,000 Demo), be passed and adopted. P&Z Coordinator Rusch reported two bids rec'd. All ayes.

Caviness moved, seconded by McAntire that Res. No. 91-2024, Fixing April 16, 2024 as Date for Public Hearing on Proposal to Convey Property 119 W. Fifth St., to John and Noma Woudenberg, be passed and adopted. All ayes.

There being no further business, Galloway moved, seconded by Hoffman to adjourn. All ayes.

Adjournment was at 8:02 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Richard W. Johnson, Mayor

Christina Reinhard, CMC, City Clerk

Published in Ottumwa Courier on 4/11/2024.

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 24041706-029	04/10/2024	-	ADMIN FEE APRIL	196.20
CHECK TOTAL FOR CHECK NUMBER 220537 DATED 04/17/2024 WRITTEN TO 00679 ADVANTAGE ADMINISTRATORS for the amount of							196.20
01820	8202140	AFLAC DEDUCTION PAYABLE	VR 24041704-001	03/26/2024	-	WX946	2689.95
CHECK TOTAL FOR CHECK NUMBER 220538 DATED 04/17/2024 WRITTEN TO 00690 AFLAC for the amount of							2689.95
01001	00166106411	LEGAL FEES	VR 24041706-033	03/27/2024	-	CLIENT 10981	297.00
01125	12555276411	LEGAL FEES	VR 24041706-032	03/27/2024	-	CLIENT 10981	552.00
01001	00166106411	LEGAL FEES	VR 24041706-030	03/26/2024	-	CLIENT 10981	7948.60
01151	15133426411	LEGAL FEES	VR 24041706-031	03/26/2024	-	CLIENT 10981	2323.63
CHECK TOTAL FOR CHECK NUMBER 220539 DATED 04/17/2024 WRITTEN TO 00800 AHLERS & COONEY P.C. for the amount of							11121.23
01309	30977456407	ENGINEERING	VR 24041708-001	09/29/2023	-	SPORTSPLEX	8200.00
CHECK TOTAL FOR CHECK NUMBER 220540 DATED 04/17/2024 WRITTEN TO 01401 ALLENDER BUTZKE ENGINEERSfor the amount of							8200.00
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-001	10/31/2022	-	ADMIN 20-CVN-062-OCT	507.68
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-002	01/31/2024	-	ADMIN 20-CVN-062-JAN 23	301.40
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-003	03/06/2023	-	ADMIN 20-CVN-062-FEB 23	160.32
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-004	04/05/2023	-	ADMIN 20-CVN-062-MARCH	347.36
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-005	05/08/2023	-	ADMIN 20-CVN-062-APRIL	187.04
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-006	06/05/2024	-	ADMIN 20-CVN-062-MAY 23	320.64
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-007	07/12/2023	-	ADMIN 20-CVN-062-JUNE 2	330.79
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-008	08/04/2023	-	ADMIN 20-CVN-062-JULY 2	287.51
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-009	08/31/2023	-	ADMIN 20-CVN-062-AUG 23	53.44
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-010	10/31/2024	-	ADMIN 20-CVN-062-OCT 23	53.44
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-011	11/30/2023	-	ADMIN 20-CVN-062-NOV 23	421.83
01176	17655406413	PAYMENTS TO OTHER ENTITY	VR 24041706-012	12/31/2023	-	ADMIN 20-CVN-062-DEC 23	53.44
CHECK TOTAL FOR CHECK NUMBER 220541 DATED 04/17/2024 WRITTEN TO 05368 AREA 15 REGIONAL PLANNINGfor the amount of							3024.89
01001	00144306503	MERCHANDISE - RESALE	VR 24041704-002	04/03/2024	-	795861	118.26
CHECK TOTAL FOR CHECK NUMBER 220542 DATED 04/17/2024 WRITTEN TO 05681 ATLANTIC BOTTLING COMPANYfor the amount of							118.26
01001	00144306320	GROUNDS MAINT & REPAIR	VR 24041704-003	03/18/2024	-	110690	70.00
01002	00222206320	RAMP MAINT & REPAIR	VR 24041704-004	03/19/2024	-	107242	60.00
CHECK TOTAL FOR CHECK NUMBER 220543 DATED 04/17/2024 WRITTEN TO 05700 ATOMIC TERMITE & PEST for the amount of							130.00
01001	00111106506	OFFICE SUPPLIES	VR 24041702-039	03/07/2024	-	010443	42.32
01001	00111106506	OFFICE SUPPLIES	VR 24041702-040	03/08/2024	-	010443	13.12
01001	00133406506	OFFICE SUPPLIES	VR 24041702-041	03/27/2024	-	010443	75.34
01135	13544506506	OFFICE SUPPLIES	VR 24041702-043	03/05/2024	-	010443	68.98
01001	00166106506	OFFICE SUPPLIES	VR 24041702-042	03/31/2024	-	010443	13.11
01001	00144306506	OFFICE SUPPLIES	VR 24041702-044	04/04/2024	-	010443	18.98
01001	00111106506	OFFICE SUPPLIES	VR 24041702-045	04/04/2024	-	010443	14.60
01001	00122606506	OFFICE SUPPLIES	VR 24041702-046	03/14/2024	-	010443	8.99

Item No. B.-2.

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01670	67088406506	OFFICE SUPPLIES	VR 24041702-047	03/14/2024	-	010443	34.00
01001	00133406506	OFFICE SUPPLIES	VR 24041702-048	04/18/2024	-	010443	1.11
01110	11022976506	OFFICE SUPPLIES	VR 24041702-049	04/18/2024	-	010443	17.36
01670	67088406506	OFFICE SUPPLIES	VR 24041702-050	03/25/2024	-	010443	36.48
01001	00111106506	OFFICE SUPPLIES	VR 24041702-051	03/25/2024	-	010443	35.00
01110	11022406507	OPERATING SUPPLIES	VR 24041702-052	03/28/2024	-	010443	485.00
CHECK TOTAL FOR CHECK NUMBER 220544 DATED 04/17/2024 WRITTEN TO 06478 BAILEY OFFICE EQUIPMENT for the amount of							864.39
01309	30977996499	CONTRACTUAL SERVICES	VR 24041704-005	03/25/2024	-	SOCCER COMPLEX	168362.50
CHECK TOTAL FOR CHECK NUMBER 220545 DATED 04/17/2024 WRITTEN TO 08977 BI-STATE CONTRACTING INC. for the amount of							168362.50
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041704-006	03/20/2024	-	133040	50.00
CHECK TOTAL FOR CHECK NUMBER 220546 DATED 04/17/2024 WRITTEN TO 09352 BLACKSTONE PUBLISHING for the amount of							50.00
01670	67088406331	VHCL MTCE SUPPLIES	VR 24041704-007	03/29/2024	-	OTTCIT	167.68
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041704-008	03/29/2024	-	OTTCIT	379.48
CHECK TOTAL FOR CHECK NUMBER 220547 DATED 04/17/2024 WRITTEN TO 09360 BLACK'S TIRE COMPANY LLC for the amount of							547.16
01173	17344136499	CONTRACTUAL SERVICES	VR 24041704-009	04/09/2024	-	MEMBERSHIP	250.00
CHECK TOTAL FOR CHECK NUMBER 220548 DATED 04/17/2024 WRITTEN TO 09366 BLANK PARK ZOO for the amount of							250.00
01001	00122906336	FUEL SURCHARGE	VR 24041704-012	03/30/2024	-	2/24 ADJUSTMENT	4676.29
01001	00122906336	FUEL SURCHARGE	VR 24041704-013	02/15/2024	-	1/24 ADJUSTMENT	5017.81
01001	00122906336	FUEL SURCHARGE	VR 24041704-014	01/22/2024	-	12/23 ADJUSTMENT	5681.02
01001	00122906336	FUEL SURCHARGE	VR 24041704-015	01/22/2024	-	11/23 ADJUSTMENT	7165.76
01001	00122906499	REFUSE HAULING	VR 24041704-010	04/09/2024	-	PICKUP APRIL	155281.32
01001	00122906490	OTHER PROF SERV	VR 24041704-011	04/09/2024	-	REVENUE APRIL 2024	4242.32
CHECK TOTAL FOR CHECK NUMBER 220549 DATED 04/17/2024 WRITTEN TO 11496 BRIDGE CITY SANITATION LL for the amount of							182064.52
01110	11022756480	TREE TRIMMING	VR 24041704-026	03/23/2024	-	ALLEY CARTER	400.00
01110	11022756480	TREE TRIMMING	VR 24041704-022	03/26/2024	-	ALLEY MANNING	400.00
01110	11022756480	TREE TRIMMING	VR 24041704-023	03/27/2024	-	ALLEY GOLF AND MANNING	500.00
01110	11022756480	TREE TRIMMING	VR 24041704-024	03/25/2024	-	ALLEY JEFFERSON	400.00
01301	30177436480	TREE TRIMMING	VR 24041704-027	03/29/2024	-	QUINCY & ALBIA	150.00
01110	11022756480	TREE TRIMMING	VR 24041704-025	03/29/2024	-	314 CHESTER STUMP	400.00
01110	11022756480	TREE TRIMMING	VR 24041704-017	04/01/2024	-	314 CHESTER	400.00
01110	11022756480	TREE TRIMMING	VR 24041704-016	04/02/2024	-	ALLEY HACKBERRY	400.00
01110	11022756480	TREE TRIMMING	VR 24041704-021	04/03/2024	-	ALLEY	300.00
01110	11022756480	TREE TRIMMING	VR 24041704-018	04/04/2024	-	ALLEY ELM	250.00
01110	11022756480	TREE TRIMMING	VR 24041704-020	04/05/2024	-	ALLEY WEBSTER	650.00
01110	11022756480	TREE TRIMMING	VR 24041704-019	04/14/2024	-	800 BLK WILLIAM	100.00
CHECK TOTAL FOR CHECK NUMBER 220550 DATED 04/17/2024 WRITTEN TO 12500 BUB'S TREE CARE for the amount of							4350.00
01001	00122606532	SUSTENANCE SUPPLIES	VR 24041704-028	04/01/2024	-	BOOT ALLOWANCE	180.00

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 220551 DATED 04/17/2024 WRITTEN TO 12971 PHILLIP BURGMEIER for the amount of							180.00
01135	13544506507	OPERATING SUPPLIES	VR 24041704-029	03/22/2024	-	MILEAGE REIMBURSEMENT	19.43
CHECK TOTAL FOR CHECK NUMBER 220552 DATED 04/17/2024 WRITTEN TO 13642 SAMANTHA CAIN for the amount of							19.43
01133	13344106507	OPERATING SUPPLIES	VR 24041704-030	03/24/2024	-	1654580550	44.52
01173	17344136540	PROGRAM SUPPLIES	VR 24041704-031	03/24/2024	-	1654580550	45.47
01173	17344136540	PROGRAM SUPPLIES	VR 24041704-032	03/24/2024	-	1654580550	185.52
CHECK TOTAL FOR CHECK NUMBER 220553 DATED 04/17/2024 WRITTEN TO 14317 CAPITAL ONE for the amount of							275.51
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-001	03/01/2024	-	6836017	452.62
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-002	03/04/2024	-	6836017	33.24
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-003	03/05/2024	-	6836017	211.96
01673	67388436331	VHCL MTCE SUPPLIES	VR 24041703-004	03/05/2024	-	6836017	2.09
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-005	03/06/2024	-	6836017	412.30
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-006	03/07/2024	-	6836017	259.52
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-007	03/11/2024	-	6836017	76.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-008	03/12/2024	-	6836017	185.12
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-009	03/13/2024	-	6836017	98.11
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-010	03/14/2024	-	6836017	13.36
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-011	03/22/2024	-	6836017	134.88
01673	67388436331	VHCL MTCE SUPPLIES	VR 24041703-012	03/22/2024	-	6836017	16.20
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-013	03/22/2024	-	6836017	19.22
01673	67388436331	VHCL MTCE SUPPLIES	VR 24041703-014	03/22/2024	-	6836017	-16.20
01110	11022986504	TOOLS & SMALL EQUIP	VR 24041703-015	03/26/2024	-	6836017	116.16
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-016	03/26/2024	-	6836017	-101.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-017	03/27/2024	-	6836017	86.41
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-018	03/27/2024	-	6836017	260.46
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-019	03/29/2024	-	6836017	7.40
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-020	03/29/2024	-	6836017	140.19
CHECK TOTAL FOR CHECK NUMBER 220555 DATED 04/17/2024 WRITTEN TO 15000 CARQUEST AUTO for the amount of							2408.04
01110	11022106531	STREET MAINT SUPPLIES	VR 24041702-025	03/04/2024	-	OTTCIT	23.74
01110	11022106531	STREET MAINT SUPPLIES	VR 24041702-026	03/05/2024	-	OTTCIT	1892.45
01610	61088176504	TOOLS & SMALL EQUIP	VR 24041702-027	03/05/2024	-	OTTCIT	190.29
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24041702-028	03/05/2024	-	OTTCIT	368.75
01110	11022106504	TOOLS & SMALL EQUIP	VR 24041702-029	03/08/2024	-	OTTCIT	65.38
01110	11022406504	TOOLS & SMALL EQUIP	VR 24041702-030	03/08/2024	-	OTTCIT	18.40
01110	11022106504	TOOLS & SMALL EQUIP	VR 24041702-031	03/08/2024	-	OTTCIT	70.91
01001	00122606599	OTHER SUPPLIES	VR 24041702-032	03/11/2024	-	OTTCIT	91.50
01110	11022106531	STREET MAINT SUPPLIES	VR 24041702-033	03/11/2024	-	OTTCIT	37.67
01110	11022106531	STREET MAINT SUPPLIES	VR 24041702-034	03/12/2024	-	OTTCIT	184.52
01110	11022106531	STREET MAINT SUPPLIES	VR 24041702-035	03/12/2024	-	OTTCIT	18.83
01610	61088176531	STREET MAINT SUPPLIES	VR 24041702-036	03/14/2024	-	OTTCIT	48.21
01110	11022106531	STREET MAINT SUPPLIES	VR 24041702-037	03/22/2024	-	OTTCIT	85.75
01610	61088156507	OPERATING SUPPLIES	VR 24041702-038	03/29/2024	-	OTTCIT	236.84

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 220556 DATED 04/17/2024 WRITTEN TO 15600 CARROLL DISTRIBUTING for the amount of							3333.24
01110	11022106532	SUSTENANCE SUPPLIES	VR 24041704-033	03/07/2024	-	BOOT ALLOWANCE	180.00
CHECK TOTAL FOR CHECK NUMBER 220557 DATED 04/17/2024 WRITTEN TO 15766 CODY CARTER for the amount of							180.00
01670	67088406331	VHCL MTCE SUPPLIES	VR 24041705-015	12/31/2023	-	99TD	4258.20
01670	67088406331	VHCL MTCE SUPPLIES	VR 24041704-034	01/31/2024	-	99TD	5350.92
CHECK TOTAL FOR CHECK NUMBER 220558 DATED 04/17/2024 WRITTEN TO 15788 CATERPILLAR GLOBAL SERVICfor the amount of							9609.12
01110	11022986599	OTHER SUPPLIES	VR 24041704-035	03/27/2024	-	ITEM 6062	182.82
CHECK TOTAL FOR CHECK NUMBER 220559 DATED 04/17/2024 WRITTEN TO 16300 CENTRAL IOWA FASTENERS for the amount of							182.82
01503	5031141	CASH INVESTED PASSBK SVNGVR	24041704-036	03/29/2024	-	PERPETUAL CARE	380.00
CHECK TOTAL FOR CHECK NUMBER 220560 DATED 04/17/2024 WRITTEN TO 17825 CITY OF OTTUMWA, CEMETERYfor the amount of							380.00
01001	00144456419	TECHNOLOGY SERVICES	VR 24041704-037	04/01/2024	-	TECH SUPPORT APRIL	32.95
CHECK TOTAL FOR CHECK NUMBER 220561 DATED 04/17/2024 WRITTEN TO 18502 CLUB SENTRY SOFTWARE for the amount of							32.95
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-004	04/12/2024	-	WITHHOLDING	322.25
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-008	04/12/2024	-	WITHHOLDING	180.07
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-007	04/12/2024	-	WITHHOLDING	110.76
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-001	04/12/2024	-	WITHHOLDING	336.93
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-005	04/12/2024	-	WITHHOLDING	22.74
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-010	04/12/2024	-	WITHHOLDING	5.53
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-006	04/12/2024	-	WITHHOLDING	146.30
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-002	04/12/2024	-	WITHHOLDING	244.27
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-003	04/12/2024	-	WITHHOLDING	181.38
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-009	04/12/2024	-	WITHHOLDING	55.69
01820	8202132	CHILD SUPPORT PAYABLE	VR 24041707-011	04/12/2024	-	WITHHOLDING	373.05
CHECK TOTAL FOR CHECK NUMBER 220562 DATED 04/17/2024 WRITTEN TO 18980 CHILD SUPPORT SERVICES for the amount of							1978.97
01001	00166256490	OTHER PROF SERV	VR 24041704-038	03/15/2024	-	ANNUAL DUES	240.00
CHECK TOTAL FOR CHECK NUMBER 220563 DATED 04/17/2024 WRITTEN TO 21823 CREDIT BUREAU SERVICES for the amount of							240.00
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24041707-013	03/28/2024	-	190632	38.11
CHECK TOTAL FOR CHECK NUMBER 220564 DATED 04/17/2024 WRITTEN TO 21842 CRESCENT ELECTRIC SUP CO for the amount of							38.11
01174	17444446499	CONTRACTUAL SERVICES	VR 24041707-014	04/05/2024	-	2ND PAYMENT	1125.00
CHECK TOTAL FOR CHECK NUMBER 220565 DATED 04/17/2024 WRITTEN TO 22456 DL CONCRETE LLC for the amount of							1125.00
01610	61088266780	UTILITY SYSTEMS	VR 24041704-039	04/03/2024	-	CATCH BASIN	46316.77

BATCH NUMBER CHXX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220566 DATED 04/17/2024 WRITTEN TO 22457 DC CONCRETE & CONST. LLC for the amount of							46316.77
01610	61088156230	TRAINING	VR 24041704-040	03/26/2024	-	900998046	300.00
CHECK TOTAL FOR CHECK NUMBER 220567 DATED 04/17/2024 WRITTEN TO 22473 DMACC for the amount of							300.00
01135	13544506531	STREET MAINT SUPPLIES	VR 24041708-002	03/31/2024	-	7410	286.00
CHECK TOTAL FOR CHECK NUMBER 220568 DATED 04/17/2024 WRITTEN TO 25361 DOUDS STONE LLC for the amount of							286.00
01670	67088406331	VHCL MTCE SUPPLIES	VR 24041704-041	03/25/2024	-	144689	73.83
CHECK TOTAL FOR CHECK NUMBER 220569 DATED 04/17/2024 WRITTEN TO 25593 DXP ENTERPRISES, INC. for the amount of							73.83
01610	61088156399	OTHER MAINT & REPAIR	VR 24041704-042	03/28/2024	-	6830641	33376.00
01610	61088156399	OTHER MAINT & REPAIR	VR 24041704-043	04/01/2024	-	6844606	5278.00
CHECK TOTAL FOR CHECK NUMBER 220570 DATED 04/17/2024 WRITTEN TO 27005 ELECTRIC PUMP, INC. for the amount of							38654.00
01110	11022986333	VHCL-FUEL	VR 24041704-044	04/01/2024	-	210048	93.52
01110	11022306531	STREET MAINT SUPPLIES	VR 24041706-034	04/08/2024	-	210048	95.35
CHECK TOTAL FOR CHECK NUMBER 220571 DATED 04/17/2024 WRITTEN TO 27010 CONSOLIDATED ELECTRICAL for the amount of							188.87
01673	67388436320	GROUNDS MAINT & REPAIR	VR 24041708-003	04/09/2024	-	SERVICE CALL	366.15
CHECK TOTAL FOR CHECK NUMBER 220572 DATED 04/17/2024 WRITTEN TO 27217 ELITE PLUMBING for the amount of							366.15
01110	11022986333	VHCL-FUEL	VR 24041707-015	04/08/2024	-	5018	8806.82
01110	11022986335	IOWA FUEL TAX	VR 24041707-016	04/08/2024	-	5018	1020.60
01001	001111106333	VHCL-FUEL	VR 24041709-001	04/03/2024	-	HOUSE CHARGE	483.68
01001	001111106335	IOWA FUEL TAX	VR 24041709-002	04/03/2024	-	HOUSE CHARGE	32.63
01110	11022986333	VHCL-FUEL	VR 24041709-003	04/03/2024	-	HOUSE CHARGE	120.47
01110	11022986335	IOWA FUEL TAX	VR 24041709-004	04/03/2024	-	HOUSE CHARGE	1.05
01137	13711556333	VHCL-FUEL	VR 24041709-005	04/03/2024	-	HOUSE CHARGE	173.65
01137	13711556335	IOWA FUEL TAX	VR 24041709-006	04/03/2024	-	HOUSE CHARGE	5.48
01001	00144306333	VHCL-FUEL	VR 24041709-007	04/03/2024	-	HOUSE CHARGE	20.00
01110	11022986333	VHCL-FUEL	VR 24041709-008	04/03/2024	-	HOUSE CHARGE	187.30
01110	11022986335	IOWA FUEL TAX	VR 24041709-009	04/03/2024	-	HOUSE CHARGE	8.95
01610	61088156333	VHCL-FUEL	VR 24041709-010	04/03/2024	-	HOUSE CHARGE	45.46
01610	61088156335	IOWA FUEL TAX	VR 24041709-011	04/03/2024	-	HOUSE CHARGE	4.54
01001	00111506333	VHCL-FUEL	VR 24041709-012	04/03/2024	-	HOUSE CHARGE	175.05
01001	001111106333	VHCL-FUEL	VR 24041709-013	04/03/2024	-	HOUSE CHARGE	605.12
01001	001111106335	IOWA FUEL TAX	VR 24041709-014	04/03/2024	-	HOUSE CHARGE	60.54
01001	00111506333	VHCL-FUEL	VR 24041709-015	04/03/2024	-	HOUSE CHARGE	407.46
01001	00111506335	IOWA FUEL TAX	VR 24041709-016	04/03/2024	-	HOUSE CHARGE	5.88
01110	11022986333	VHCL-FUEL	VR 24041709-017	04/03/2024	-	HOUSE CHARGE	139.87
01110	11022986335	IOWA FUEL TAX	VR 24041709-018	04/03/2024	-	HOUSE CHARGE	4.18
01610	61088156333	VHCL-FUEL	VR 24041709-019	04/03/2024	-	HOUSE CHARGE	45.52
01610	61088156335	IOWA FUEL TAX	VR 24041709-020	04/03/2024	-	HOUSE CHARGE	4.48

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	00111106333	VHCL-FUEL	VR 24041709-021	04/03/2024	-	HOUSE CHARGE	532.15
01001	00111106335	IOWA FUEL TAX	VR 24041709-022	04/03/2024	-	HOUSE CHARGE	50.18
01610	61088156333	VHCL-FUEL	VR 24041709-023	04/03/2024	-	HOUSE CHARGE	131.84
01610	61088156335	IOWA FUEL TAX	VR 24041709-024	04/03/2024	-	HOUSE CHARGE	13.19
01001	00111506333	VHCL-FUEL	VR 24041709-025	04/03/2024	-	HOUSE CHARGE	94.00
CHECK TOTAL FOR CHECK NUMBER 220574 DATED 04/17/2024 WRITTEN TO 27280 ELLIOTT OIL COMPANY for the amount of							13180.09
01131	13122806415	RENTS & LEASES	VR 24041704-045	04/01/2024	-	48.4 HOURS MARCH 24	2420.00
CHECK TOTAL FOR CHECK NUMBER 220575 DATED 04/17/2024 WRITTEN TO 27823 ERHARDT, CLAYTON for the amount of							2420.00
01610	61088156512	LAB SUPPLIES	VR 24041704-047	03/29/2024	-	J275716-1	1352.48
CHECK TOTAL FOR CHECK NUMBER 220576 DATED 04/17/2024 WRITTEN TO 28208 EUROFINS ENVIRONMENT for the amount of							1352.48
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24041704-046	03/27/2024	-	INSTALL BENDPAK	3600.00
CHECK TOTAL FOR CHECK NUMBER 220577 DATED 04/17/2024 WRITTEN TO 28790 F & W SERVICE COMPANY, Infor the amount of							3600.00
01110	11022106531	STREET MAINT SUPPLIES	VR 24041704-049	04/03/2024	-	IAOTT0059	19.66
01110	11022986599	OTHER SUPPLIES	VR 24041707-017	04/03/2024	-	IAOTT0059	19.66
01001	00144306507	OPERATING SUPPLIES	VR 24041704-048	04/04/2024	-	IAOTT0059	2.62
01001	00144306507	OPERATING SUPPLIES	VR 24041706-013	04/08/2024	-	IAOTT0059	8.35
CHECK TOTAL FOR CHECK NUMBER 220578 DATED 04/17/2024 WRITTEN TO 29300 FASTENAL COMPANY for the amount of							50.29
01309	30977456407	ENGINEERING	VR 24041708-004	11/08/2023	-	PROJECT 23029	4576.00
01309	30977456407	ENGINEERING	VR 24041708-005	12/08/2023	-	PROJECT 23029	2288.00
01309	30977456407	ENGINEERING	VR 24041708-006	01/07/2024	-	PROJECT 23029	624.00
01309	30977456407	ENGINEERING	VR 24041708-007	03/09/2024	-	PROJECT 23029	624.00
CHECK TOTAL FOR CHECK NUMBER 220579 DATED 04/17/2024 WRITTEN TO 31313 FRENCH-RENEKER ASSOCIATESfor the amount of							8112.00
01133	13344106499	CONTRACTUAL SERVICES	VR 24041704-050	03/28/2024	-	TIXKEEPER	225.00
CHECK TOTAL FOR CHECK NUMBER 220580 DATED 04/17/2024 WRITTEN TO 31366 FRIENDS OF THE GRIMES for the amount of							225.00
01673	67388436429	HAZARDOUS WASTE DISPOSAL	VR 24041705-001	03/25/2024	-	2802	53.00
CHECK TOTAL FOR CHECK NUMBER 220581 DATED 04/17/2024 WRITTEN TO 31459 GRP & ASSOCIATES for the amount of							53.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041705-006	02/29/2024	-	X10835	1750.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041705-007	02/29/2024	-	X10835	-400.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041705-008	02/29/2024	-	X10835	2.36
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041705-009	03/05/2024	-	X10835	107.38
CHECK TOTAL FOR CHECK NUMBER 220582 DATED 04/17/2024 WRITTEN TO 33653 GREGG YOUNG AUTOMOTIVE for the amount of							1459.74
01610	61088156512	LAB SUPPLIES	VR 24041705-002	04/04/2024	-	WPCC01	348.63

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 220583 DATED 04/17/2024 WRITTEN TO 34966 HARDY DIAGNOSTICS for the amount of							348.63
01131	13122806415	RENTS & LEASES	VR 24041705-003	04/01/2024	-	17.8 HOURS MARCH 24	890.00
CHECK TOTAL FOR CHECK NUMBER 220584 DATED 04/17/2024 WRITTEN TO 36301 HEARTLAND AVIATION for the amount of							890.00
01001	00111906490	OTHER PROF SERV	VR 24041705-004	03/29/2024	-	ASSESSMENT AND BOARD	330.00
01001	00111906490	OTHER PROF SERV	VR 24041705-005	04/01/2024	-	FIRST QUARTER	10950.00
CHECK TOTAL FOR CHECK NUMBER 220585 DATED 04/17/2024 WRITTEN TO 36302 HEARTLAND HUMANE SOCIETY for the amount of							11280.00
01130	13011246163	IMWCA 411 TPA FEES	VR 24041705-010	03/31/2024	-	OTTPA001	250.00
01130	13011546163	IMWCA 411 TPA FEES	VR 24041705-011	03/31/2024	-	OTTPA001	250.00
CHECK TOTAL FOR CHECK NUMBER 220586 DATED 04/17/2024 WRITTEN TO 41505A IMWCA for the amount of							500.00
01110	11022426230	TRAINING	VR 24041708-029	04/02/2024	-	125501 CANTRELL	80.00
CHECK TOTAL FOR CHECK NUMBER 220587 DATED 04/17/2024 WRITTEN TO 41515 IMSA for the amount of							80.00
01610	61088176531	STREET MAINT SUPPLIES	VR 24041706-037	03/23/2024	-	00006665	263.50
01610	61088176531	STREET MAINT SUPPLIES	VR 24041706-035	03/30/2024	-	00006665	263.50
01610	61088176531	STREET MAINT SUPPLIES	VR 24041706-036	03/30/2024	-	00006665	452.00
CHECK TOTAL FOR CHECK NUMBER 220588 DATED 04/17/2024 WRITTEN TO 41600 IDEAL READY MIX for the amount of							979.00
01001	00111506230	TRAINING	VR 24041705-012	03/26/2024	-	145052	1338.39
CHECK TOTAL FOR CHECK NUMBER 220589 DATED 04/17/2024 WRITTEN TO 41754 INDIAN HILLS COMMUNITY for the amount of							1338.39
01673	67388436498	MISC CONTRACT WORK	VR 24041705-014	03/25/2024	-	RECYCLING	43.00
01001	00144396507	OPERATING SUPPLIES	VR 24041705-013	03/29/2024	-	CITY HALL	33.00
CHECK TOTAL FOR CHECK NUMBER 220590 DATED 04/17/2024 WRITTEN TO 41920A INDUSTRIAL CHEMICAL for the amount of							76.00
01673	67388436498	MISC CONTRACT WORK	VR 24041706-014	03/26/2024	-	100-1442624001	29.44
01610	61088156423	PHOTOCOPIES	VR 24041706-015	03/26/2024	-	100-1442624001	48.96
01001	00166506423	PHOTOCOPIES	VR 24041706-016	03/26/2024	-	100-1442624001	36.50
01001	00122606423	PHOTOCOPIES	VR 24041706-017	03/26/2024	-	100-1442624001	3.84
01110	11022976506	OFFICE SUPPLIES	VR 24041706-018	03/26/2024	-	100-1442624001	42.78
01001	00133406423	PHOTOCOPIES	VR 24041706-019	03/26/2024	-	100-1442624001	7.70
CHECK TOTAL FOR CHECK NUMBER 220591 DATED 04/17/2024 WRITTEN TO 42090 INFOMAX OFF SYSTEMS INC for the amount of							169.22
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-027	03/21/2024	-	20U2012	224.82
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-029	03/22/2024	-	20U2012	244.32
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-028	03/24/2024	-	20U2012	21.57
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-026	03/26/2024	-	20U2012	418.17
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-018	03/27/2024	-	20U2012	105.16
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-022	03/28/2024	-	20U2012	79.94

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-024	03/28/2024	-	20U2012	38.90
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-025	03/31/2024	-	20U2012	14.99
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-023	04/01/2024	-	20U2012	323.04
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-020	04/02/2024	-	20U2012	100.66
01173	17344136501	LIBRARY MATERIALS	VR 24041705-021	04/02/2024	-	20U2012	16.09
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-016	04/03/2024	-	20U2012	156.97
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-019	04/03/2024	-	20U2012	38.20
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041705-017	04/04/2024	-	20U2012	60.35
CHECK TOTAL FOR CHECK NUMBER 220592 DATED 04/17/2024 WRITTEN TO 42160 INGRAM LIBRARY SERVICES for the amount of							1843.18
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041705-030	03/06/2024	-	2056	142.95
CHECK TOTAL FOR CHECK NUMBER 220593 DATED 04/17/2024 WRITTEN TO 43265 INTERSTATE BATTERY for the amount of							142.95
01610	61088156406	INSURANCE CLAIMS	VR 24041706-020	04/10/2024	-	4A2401S5ZRP-0001	864.83
CHECK TOTAL FOR CHECK NUMBER 220594 DATED 04/17/2024 WRITTEN TO 43465 IOWA COMMUNITIES ASSURANCfor the amount of							864.83
01110	11022106417	STREET MAINT	VR 24041705-032	11/21/2023	-	AGREEMENT 2021-6-092	177889.71
01110	11022406531	STREET MAINT SUPPLIES	VR 24041705-031	03/29/2024	-	SI599404	22.60
CHECK TOTAL FOR CHECK NUMBER 220595 DATED 04/17/2024 WRITTEN TO 43506 IOWA DEPT TRANSPORTATION for the amount of							177912.31
01001	00111106230	TRAINING	VR 24041705-033	04/02/2024	-	OTTUMPD	1250.00
CHECK TOTAL FOR CHECK NUMBER 220596 DATED 04/17/2024 WRITTEN TO 43880A IA LAW ENFORCEMENT ACADEMfor the amount of							1250.00
01173	17344136540	PROGRAM SUPPLIES	VR 24041705-036	03/24/2024	-	ZOOM PROGRAM-APRIL 9	165.00
01173	17344136540	PROGRAM SUPPLIES	VR 24041705-035	03/24/2024	-	ZOOM PROGRAM-APRIL 23	165.00
01173	17344136540	PROGRAM SUPPLIES	VR 24041705-034	03/24/2024	-	ZOOM PROGRAM-MAY 7	165.00
CHECK TOTAL FOR CHECK NUMBER 220597 DATED 04/17/2024 WRITTEN TO 44701 MICHAEL IVANKOVICH for the amount of							495.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24041705-037	03/02/2024	-	NUISANCES	362.50
01001	00133416499	CONTRACTUAL SERVICES	VR 24041705-041	03/30/2024	-	CL1108	2310.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24041705-038	03/30/2024	-	NUISANCES	1950.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24041705-039	04/05/2024	-	CL1111	2541.03
01001	00133416499	CONTRACTUAL SERVICES	VR 24041705-040	04/05/2024	-	CL1113	782.50
CHECK TOTAL FOR CHECK NUMBER 220598 DATED 04/17/2024 WRITTEN TO 45057 J & J MOWING for the amount of							7946.03
01315	31577226499	CONTRACTUAL SERVICES	VR 24041705-042	04/02/2024	-	GREEN STREET	92647.80
CHECK TOTAL FOR CHECK NUMBER 220599 DATED 04/17/2024 WRITTEN TO 45059 J & K CONTRACTING for the amount of							92647.80
01315	31577726499	CONTRACTUAL	VR 24041707-018	04/03/2024	-	BLAKES BRANCH	53333.00
CHECK TOTAL FOR CHECK NUMBER 220600 DATED 04/17/2024 WRITTEN TO 45059A J&K CONTRACTING for the amount of							53333.00
01001	00166156499	Contractual Services	VR 24041706-021	04/08/2024	-	6092484	4314.53

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	00166256499	CONTRACTUAL SERVICES	VR 24041706-022	04/08/2024	-	6092484	1669.20
CHECK TOTAL FOR CHECK NUMBER 220601 DATED 04/17/2024 WRITTEN TO 49804D UKG KRONOS SYSTEMS, LLC for the amount of							5983.73
01177	17755706499	CONTRACTUAL SERVICES	VR 24041707-019	04/03/2024	-	HISTORIC PRES PLAN	9074.05
CHECK TOTAL FOR CHECK NUMBER 220602 DATED 04/17/2024 WRITTEN TO 50479 THE LAKOTA GROUP, INC for the amount of							9074.05
01151	15133426499	CONTRACTUAL SERVICES	VR 24041707-020	04/08/2024	-	706 W 4TH ST	8400.00
CHECK TOTAL FOR CHECK NUMBER 220603 DATED 04/17/2024 WRITTEN TO 50817 DAN LAURSEN EXCAVATING for the amount of							8400.00
01001	00166106240	TRAVEL & CONFERENCE	VR 24041705-043	04/01/2024	-	MILEAGE REIMBURSEMENT	35.51
CHECK TOTAL FOR CHECK NUMBER 220604 DATED 04/17/2024 WRITTEN TO 51046 TRAVIS LAWRENCE for the amount of							35.51
01141	14155536497	REIMBURSEMENT	VR 24041706-038	04/01/2024	-	CAPITAL LOFTS 22-ARPDH-	180000.00
CHECK TOTAL FOR CHECK NUMBER 220605 DATED 04/17/2024 WRITTEN TO 51418 LEGACY FOUNDATION for the amount of							180000.00
01673	67388436492	TIRE DISPOSAL	VR 24041705-044	03/16/2024	-	55869	2769.68
CHECK TOTAL FOR CHECK NUMBER 220606 DATED 04/17/2024 WRITTEN TO 51968 LIBERTY TIRE for the amount of							2769.68
01001	00144456350	EQUIP REPAIR	VR 24041706-039	02/19/2024	-	SOUND SYSTEM-BEACH	310.00
CHECK TOTAL FOR CHECK NUMBER 220607 DATED 04/17/2024 WRITTEN TO 52094 LIFELINE AUDIO VIDEO TECHfor the amount of							310.00
01610	61088156507	OPERATING SUPPLIES	VR 24041705-045	03/21/2024	-	1-0000282	4.12
01001	00144306507	OPERATING SUPPLIES	VR 24041705-046	03/26/2024	-	1-0000282	18.54
01001	00144456507	OPERATING SUPPLIES	VR 24041705-047	03/29/2024	-	1-0000282	234.00
CHECK TOTAL FOR CHECK NUMBER 220608 DATED 04/17/2024 WRITTEN TO 52990 LOKTRONICS SECURITY CORP for the amount of							256.66
01110	11022106531	STREET MAINT SUPPLIES	VR 24041705-048	04/02/2024	-	77041	1725.08
01110	11022106531	STREET MAINT SUPPLIES	VR 24041707-022	04/05/2024	-	77041	2799.30
01110	11022106531	STREET MAINT SUPPLIES	VR 24041707-021	04/08/2024	-	77041	2078.48
CHECK TOTAL FOR CHECK NUMBER 220609 DATED 04/17/2024 WRITTEN TO 54390 MANATT'S INC for the amount of							6602.86
01131	13122806507	OPERATING SUPPLIES	VR 24041701-023	03/18/2024	-	31850255	86.98
01001	00144456320	GROUNDS MAINT & REPAIR	VR 24041701-001	03/01/2024	-	31850255	13.44
01001	00144306504	TOOLS & SMALL EQUIP	VR 24041701-002	03/01/2024	-	31850255	75.01
01673	67388436507	OPERATING SUPPLIES	VR 24041701-003	03/04/2024	-	31850255	25.47
01001	00144396507	OPERATING SUPPLIES	VR 24041701-004	03/04/2024	-	31850255	12.35
01001	00144456504	TOOLS & SMALL EQUIP	VR 24041701-005	03/05/2024	-	31850255	7.44
01110	11022406531	STREET MAINT SUPPLIES	VR 24041701-006	03/06/2024	-	31850255	78.62
01610	61088156507	OPERATING SUPPLIES	VR 24041701-007	03/07/2024	-	31850255	134.26
01110	11022106504	TOOLS & SMALL EQUIP	VR 24041701-008	03/07/2024	-	31850255	23.01
01610	61088156507	OPERATING SUPPLIES	VR 24041701-009	03/08/2024	-	31850255	8.76
01001	00122606507	OPERATING SUPPLIES	VR 24041701-010	03/08/2024	-	31850255	108.74

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	00122606507	OPERATING SUPPLIES	VR 24041701-011	03/08/2024	-	31850255	-25.83
01001	00122606507	OPERATING SUPPLIES	VR 24041701-012	03/08/2024	-	31850255	11.10
01131	13122806507	OPERATING SUPPLIES	VR 24041701-013	03/11/2024	-	31850255	39.99
01610	61088156507	OPERATING SUPPLIES	VR 24041701-014	03/11/2024	-	31850255	60.41
01001	00166306506	Office Supplies	VR 24041701-015	03/12/2024	-	31850255	131.34
01673	67388436507	OPERATING SUPPLIES	VR 24041701-016	03/12/2024	-	31850255	80.07
01673	67388436507	OPERATING SUPPLIES	VR 24041701-017	03/13/2024	-	31850255	-4.49
01673	67388436331	VHCL MTCE SUPPLIES	VR 24041701-018	03/13/2024	-	31850255	25.74
01001	00122606507	OPERATING SUPPLIES	VR 24041701-019	03/13/2024	-	31850255	34.96
01001	00122606506	OFFICE SUPPLIES	VR 24041701-020	03/14/2024	-	31850255	37.62
01001	00111106350	EQUIP REPAIR	VR 24041701-021	03/14/2024	-	31850255	33.95
01610	61088156507	OPERATING SUPPLIES	VR 24041701-022	03/15/2024	-	31850255	19.98
01673	67388436331	VHCL MTCE SUPPLIES	VR 24041701-024	03/18/2024	-	31850255	14.98
01610	61088176530	SEWER/DRAINAGE SUPPLIES	VR 24041701-025	03/19/2024	-	31850255	302.33
01001	00144456504	TOOLS & SMALL EQUIP	VR 24041701-026	03/19/2024	-	31850255	19.93
01110	11022976507	OPERATING SUPPLIES	VR 24041701-027	03/20/2024	-	31850255	27.77
01001	00144456504	TOOLS & SMALL EQUIP	VR 24041701-028	03/20/2024	-	31850255	2.99
01673	67388436507	OPERATING SUPPLIES	VR 24041701-029	03/20/2024	-	31850255	50.97
01110	11022406531	STREET MAINT SUPPLIES	VR 24041701-030	03/20/2024	-	31850255	13.56
01131	13122806504	TOOLS & SMALL EQUIP	VR 24041701-031	03/22/2024	-	31850255	49.97
01110	11022106531	STREET MAINT SUPPLIES	VR 24041701-032	03/22/2024	-	31850255	41.93
01001	00144456507	OPERATING SUPPLIES	VR 24041701-033	03/26/2024	-	31850255	10.99
01110	11022106504	TOOLS & SMALL EQUIP	VR 24041701-034	03/26/2024	-	31850255	16.48
01131	13122806310	BLDG MAINT & REPAIR	VR 24041701-035	03/26/2024	-	31850255	27.90
01110	11022506531	STREET MAINT SUPPLIES	VR 24041701-036	03/26/2024	-	31850255	69.99
01001	00111506331	VHCL MTCE SUPPLIES	VR 24041701-037	03/26/2024	-	31850255	38.97
01610	61088176507	OPERATING SUPPLIES	VR 24041701-038	03/27/2024	-	31850255	168.21
01110	11022986532	SUSTENANCE SUPPLIES	VR 24041701-039	03/27/2024	-	31850255	96.97
01110	11022406531	STREET MAINT SUPPLIES	VR 24041701-040	03/27/2024	-	31850255	26.95
01001	00144306507	OPERATING SUPPLIES	VR 24041701-041	03/28/2024	-	31850255	41.09
CHECK TOTAL FOR CHECK NUMBER 220612 DATED 04/17/2024 WRITTEN TO 57385 MENARDS for the amount of							2040.90
01863	86366646158	GROUP LIFE PREMIUMS	VR 24041705-049	03/19/2024	-	51186	4838.62
CHECK TOTAL FOR CHECK NUMBER 220613 DATED 04/17/2024 WRITTEN TO 57518 SYMETRA LIFE INSURANCE CO for the amount of							4838.62
01673	67388436331	VHCL MTCE SUPPLIES	VR 24041705-050	03/21/2024	-	RECYCLING	243.99
CHECK TOTAL FOR CHECK NUMBER 220614 DATED 04/17/2024 WRITTEN TO 58555 MID-IOWA SOLID WASTE for the amount of							243.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041706-023	03/28/2024	-	00124	84.00
CHECK TOTAL FOR CHECK NUMBER 220615 DATED 04/17/2024 WRITTEN TO 59301 MIDWEST AUTO GLASS & TIRE for the amount of							84.00
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041706-025	04/02/2024	-	2000006388	31.99
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24041706-024	04/02/2024	-	2000006388	18.74
CHECK TOTAL FOR CHECK NUMBER 220616 DATED 04/17/2024 WRITTEN TO 59382 MIDWEST TAPE for the amount of							50.73
01110	11022106532	SUSTENANCE SUPPLIES	VR 24041706-026	02/17/2024	-	SAFTEY ALLOWANCE	38.51

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 220617 DATED 04/17/2024 WRITTEN TO 60001 COLTON MILLARD for the amount of							38.51
01820	8202130	ICMA DEF COMP PAYABLE	VR 24041707-012	04/12/2024	-	6355776	1285.38
CHECK TOTAL FOR CHECK NUMBER 220618 DATED 04/17/2024 WRITTEN TO 60299 MISSIONSQUARE for the amount of							1285.38
01001	00166506310	BUILDING MAINTENANCE REPAVR	24041706-027	03/22/2024	-	CITY HALL	108.00
CHECK TOTAL FOR CHECK NUMBER 220619 DATED 04/17/2024 WRITTEN TO 60780 MOBILE LOCKSMITH & ALARM,for the amount of							108.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041706-028	03/28/2024	-	CHANNEL 6"	139.40
CHECK TOTAL FOR CHECK NUMBER 220620 DATED 04/17/2024 WRITTEN TO 61702 MOSE LEVY COMPANY INC for the amount of							139.40
01670	67088406507	OPERATING SUPPLIES	VR 24041706-040	04/02/2024	-	DOOR JAM	329.60
01670	67088406507	OPERATING SUPPLIES	VR 24041706-041	04/04/2024	-	LABOR	150.00
CHECK TOTAL FOR CHECK NUMBER 220621 DATED 04/17/2024 WRITTEN TO 62541 STEVE MUNDELL CONSTRUCTIOfor the amount of							479.60
01610	61088156507	OPERATING SUPPLIES	VR 24041706-042	01/30/2024	-	10-OTTUMW	5412.50
CHECK TOTAL FOR CHECK NUMBER 220622 DATED 04/17/2024 WRITTEN TO 62600 MUNICIPAL SUPPLY INC for the amount of							5412.50
01110	11022106531	STREET MAINT SUPPLIES	VR 24041706-043	03/23/2024	-	OTTUMSTR	2951.85
CHECK TOTAL FOR CHECK NUMBER 220623 DATED 04/17/2024 WRITTEN TO 66001 NORRIS ASPHALT PAVING INCfor the amount of							2951.85
01001	00111506507	OPERATING SUPPLIES	VR 24041706-044	04/01/2024	-	201 N WAPELLO ST	55.00
CHECK TOTAL FOR CHECK NUMBER 220624 DATED 04/17/2024 WRITTEN TO 66561 OFFICIAL PEST CONTROL for the amount of							55.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-021	03/01/2024	-	131522	77.55
01135	13544506331	VHCL MTCE SUPPLIES	VR 24041703-022	03/04/2024	-	131522	146.84
01001	00111506350	EQUIP REPAIR	VR 24041703-023	03/04/2024	-	131522	9.24
01001	00111506331	VHCL MTCE SUPPLIES	VR 24041703-024	03/06/2024	-	131522	23.98
01001	00111506331	VHCL MTCE SUPPLIES	VR 24041703-025	03/11/2024	-	131522	68.97
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-026	03/12/2024	-	131522	231.03
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-027	03/14/2024	-	131522	92.48
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-028	03/14/2024	-	131522	-60.00
01001	00111506331	VHCL MTCE SUPPLIES	VR 24041703-029	03/15/2024	-	131522	25.47
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-030	03/19/2024	-	131522	337.16
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-031	03/19/2024	-	131522	151.18
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-032	03/21/2024	-	131522	35.50
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-033	03/22/2024	-	131522	17.52
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-034	03/25/2024	-	131522	432.03
01001	00111506331	VHCL MTCE SUPPLIES	VR 24041703-035	03/26/2024	-	131522	14.32
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-036	03/28/2024	-	131522	71.65

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 220625 DATED 04/17/2024 WRITTEN TO 67098 O'REILLY AUTOMOTIVE for the amount of							1674.92
01001	00166256162	EMPLOYEE PHYSICALS/TESTS	VR 24041706-045	04/01/2024	-	115217	132.00
01001	00111116162	EMPLOYEE PHYSICALS/TESTS	VR 24041706-046	04/01/2024	-	112420	132.00
01110	11022986162	EMPLOYEE PHYSICALS/TESTS	VR 24041706-047	04/01/2024	-	109283	114.00
CHECK TOTAL FOR CHECK NUMBER 220626 DATED 04/17/2024 WRITTEN TO 68238 OTTUMWA HEALTH GROUP LLC for the amount of							378.00
01673	67388436320	GROUNDS MAINT & REPAIR	VR 24041706-048	03/27/2024	-	RECYCLING	120.00
CHECK TOTAL FOR CHECK NUMBER 220627 DATED 04/17/2024 WRITTEN TO 68239 OTTUMWA GLASS for the amount of							120.00
01135	13544506414	PRINTING	VR 24041706-050	03/28/2024	-	JOB 5343 4115 2702	392.00
01001	00166206414	PRINTING	VR 24041706-049	03/28/2024	-	JOB 1433	519.10
01001	00133406414	PRINTING	VR 24041706-051	03/28/2024	-	JOB 2933 6738	410.00
CHECK TOTAL FOR CHECK NUMBER 220628 DATED 04/17/2024 WRITTEN TO 68560 OTTUMWA PRINTING, INC. for the amount of							1321.10
01001	00144306507	OPERATING SUPPLIES	VR 24041707-023	04/08/2024	-	301451420000	55.64
CHECK TOTAL FOR CHECK NUMBER 220629 DATED 04/17/2024 WRITTEN TO 72253 PPG ARCHITECTURAL FINISHEfor the amount of							55.64
01001	00144306507	OPERATING SUPPLIES	VR 24041707-024	01/02/2024	-	1721	24.08
01610	61088156507	OPERATING SUPPLIES	VR 24041707-025	03/25/2024	-	1721	60.77
01001	00144456350	EQUIP REPAIR	VR 24041707-026	03/27/2024	-	1721	125.10
01001	00144306507	OPERATING SUPPLIES	VR 24041707-027	04/08/2024	-	1721	64.53
CHECK TOTAL FOR CHECK NUMBER 220630 DATED 04/17/2024 WRITTEN TO 72560 PLUMB SUPPLY COMPANY for the amount of							274.48
01310	31044516727	OTHER CAPITAL EQUIP	VR 24041707-031	03/28/2024	-	CEMETERY MOWERS	4600.00
01135	13544506504	TOOLS & SMALL EQUIP	VR 24041707-029	03/28/2024	-	OTTUMW	416.29
01135	13544506504	TOOLS & SMALL EQUIP	VR 24041707-028	03/28/2024	-	OTTUMW	416.29
01135	13544506504	TOOLS & SMALL EQUIP	VR 24041707-030	03/28/2024	-	OTTUMW	288.00
CHECK TOTAL FOR CHECK NUMBER 220631 DATED 04/17/2024 WRITTEN TO 73420 PRAIRIE AG SUPPLY INC for the amount of							5720.58
01001	00111106436	CREDIT CARD FEES	VR 24041703-042	03/25/2024	-	CHARGE	4.21
01670	67088406331	VHCL MTCE SUPPLIES	VR 24041703-039	02/23/2024	-	2333372	56.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-040	02/23/2024	-	2333372	81.96
01670	67088406331	VHCL MTCE SUPPLIES	VR 24041703-037	03/01/2024	-	2333372	32.80
01001	00144306331	VHCL MTCE SUPPLIES	VR 24041703-038	03/14/2024	-	2333372	193.43
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041703-041	03/22/2024	-	2333372	1231.89
CHECK TOTAL FOR CHECK NUMBER 220632 DATED 04/17/2024 WRITTEN TO 73926 PRODUCTIVITY PLUS ACCOUNTfor the amount of							1600.29
01001	00166506409	JANITORIAL	VR 24041707-032	03/31/2024	-	CLEANING MARCH CH	2000.00
01131	13122806409	JANITORIAL	VR 24041707-033	03/31/2024	-	CLEANING MARCH AIRPORT	100.00
01001	00144396409	JANITORIAL	VR 24041707-034	03/31/2024	-	CLEANING MARCH DEPOT	1030.00

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 220633 DATED 04/17/2024 WRITTEN TO 73971 PROFESSIONAL JANITORIAL for the amount of							3130.00
01001	001111106627	OTHER SMALL CAPITAL	VR 24041707-035	04/03/2024	-	CAMERA	7409.76
01001	001111106508	POSTAGE & SHIPPING	VR 24041707-036	04/03/2024	-	CAMERA	133.25
CHECK TOTAL FOR CHECK NUMBER 220634 DATED 04/17/2024 WRITTEN TO 74955 RACOM CORPORATION for the amount of							7543.01
01001	00166106210	DUES & MEMBERSHIPS	VR 24041707-037	03/29/2024	-	RATH	179.50
CHECK TOTAL FOR CHECK NUMBER 220635 DATED 04/17/2024 WRITTEN TO 77965 ROTARY CLUB OF OTTUMWA for the amount of							179.50
01001	00144306372	SANITATION	VR 24041707-038	03/27/2024	-	PORTABLE	115.56
CHECK TOTAL FOR CHECK NUMBER 220636 DATED 04/17/2024 WRITTEN TO 78105 ROYAL PORTABLE TOILETS for the amount of							115.56
01001	00144306504	TOOLS & SMALL EQUIP	VR 24041707-039	04/01/2024	-	COO SPARK PLUG	15.98
CHECK TOTAL FOR CHECK NUMBER 220637 DATED 04/17/2024 WRITTEN TO 78279 S & L ALL SEASON for the amount of							15.98
01001	00144306350	EQUIP REPAIR	VR 24041707-040	04/05/2024	-	SHOWER HOUSE	150.00
CHECK TOTAL FOR CHECK NUMBER 220638 DATED 04/17/2024 WRITTEN TO 78708 JOHN SANDEGREN HEATING for the amount of							150.00
01133	13344106310	BUILDING MAINT REPAIR	VR 24041707-041	04/01/2024	-	1003269	240.70
01001	00166506310	BUILDING MAINTENANCE REPAVR	VR 24041707-042	04/01/2024	-	1001846	293.75
01001	00144396310	BLDG MAINT & REPAIR	VR 24041707-043	04/01/2024	-	1003275	419.19
CHECK TOTAL FOR CHECK NUMBER 220639 DATED 04/17/2024 WRITTEN TO 79358 SCHUMACHER ELEVATOR CO for the amount of							953.64
01670	67088406504	TOOLS & SMALL EQUIP	VR 24041702-010	03/18/2024	-	1550	31.99
01110	11022986504	TOOLS & SMALL EQUIP	VR 24041702-001	03/01/2024	-	1550	160.99
01670	67088406331	VHCL MTCE SUPPLIES	VR 24041702-002	03/04/2024	-	1550	13.99
01670	67088406331	VHCL MTCE SUPPLIES	VR 24041702-003	03/07/2024	-	1550	61.98
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041702-004	03/07/2024	-	1550	30.46
01670	67088406331	VHCL MTCE SUPPLIES	VR 24041702-005	03/07/2024	-	1550	55.00
01670	67088406504	TOOLS & SMALL EQUIP	VR 24041702-006	03/08/2024	-	1550	160.24
01131	13122806507	OPERATING SUPPLIES	VR 24041702-007	03/08/2024	-	1550	27.84
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041702-008	03/14/2024	-	1550	149.91
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041702-009	03/18/2024	-	1550	10.70
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041702-011	03/22/2024	-	1550	30.66
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041702-012	03/22/2024	-	1550	398.88
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041702-013	03/28/2024	-	1550	269.88
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041702-014	03/28/2024	-	1550	5.33
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041702-015	03/29/2024	-	1550	11.57
CHECK TOTAL FOR CHECK NUMBER 220640 DATED 04/17/2024 WRITTEN TO 82136 SINCLAIR NAPA for the amount of							1419.42
01110	11022306371	ELECTRIC	VR 24041707-044	04/03/2024	-	304-03-0000	31.50
01001	00144816507	OPERATING SUPPLIES	VR 24041707-045	04/03/2024	-	204-28-0028	48.30

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 220641 DATED 04/17/2024 WRITTEN TO 83920 SOUTHERN IOWA ELECTRIC for the amount of							79.80
01001	001111106490	OTHER PROF SERV	VR 24041707-046	03/28/2024	-	SELECTION TEST	62.00
CHECK TOTAL FOR CHECK NUMBER 220642 DATED 04/17/2024 WRITTEN TO 84947 STANARD & ASSOC INC for the amount of							62.00
01673	67388436490	OTHER PROF SERV	VR 24041708-014	03/25/2024	-	03-0077	1798.85
01610	61088176410	CONTRACT EMPLOYEES	VR 24041708-013	04/01/2024	-	03-0077	796.95
01001	00144306410	CONTRACT EMPLOYEES	VR 24041708-011	04/01/2024	-	03-0077	1932.00
01001	00144306410	CONTRACT EMPLOYEES	VR 24041708-010	04/01/2024	-	03-0077	1049.49
01610	61088156410	CONTRACT EMPLOYEES	VR 24041707-050	04/01/2024	-	030077	607.20
01670	67088406498	MISC CONTRACT WORK	VR 24041707-048	04/01/2024	-	03-0077	1058.82
01673	67388436490	OTHER PROF SERV	VR 24041708-012	04/01/2024	-	03-0077	1821.60
01135	13544506410	CONTRACT EMPLOYEES	VR 24041708-009	04/01/2024	-	03-0032	835.76
01610	61088176410	CONTRACT EMPLOYEES	VR 24041707-049	04/08/2024	-	03-0077	828.00
01001	00144306410	CONTRACT EMPLOYEES	VR 24041707-052	04/08/2024	-	030077	1932.00
01001	00144306410	CONTRACT EMPLOYEES	VR 24041707-053	04/08/2024	-	03-0077	2532.30
01610	61088156410	CONTRACT EMPLOYEES	VR 24041707-051	04/08/2024	-	030077	220.80
01673	67388436490	OTHER PROF SERV	VR 24041708-008	04/08/2024	-	03-0077	1821.60
01135	13544506410	CONTRACT EMPLOYEES	VR 24041707-047	04/08/2024	-	03-0032	662.40
CHECK TOTAL FOR CHECK NUMBER 220643 DATED 04/17/2024 WRITTEN TO 86970 SUPREME STAFFING INC for the amount of							17897.77
01001	001111106230	TRAINING	VR 24041708-015	01/22/2024	-	SGT MCCOY	495.00
CHECK TOTAL FOR CHECK NUMBER 220644 DATED 04/17/2024 WRITTEN TO 87459 SYMTAC CONSULTING LLC for the amount of							495.00
01670	67088406499	CONTRACTUAL SERVICES	VR 24041708-016	04/09/2024	-	LANDFILL	1200.00
CHECK TOTAL FOR CHECK NUMBER 220645 DATED 04/17/2024 WRITTEN TO 89072 TORRES CONSTRUCTION for the amount of							1200.00
01001	00122606507	OPERATING SUPPLIES	VR 24041708-023	03/22/2024	-	2753	134.40
01301	30177546507	OPERATING SUPPLIES	VR 24041708-024	03/22/2024	-	2753	67.20
01301	30177636507	OPERATING SUPPLIES	VR 24041708-025	03/22/2024	-	2753	67.20
CHECK TOTAL FOR CHECK NUMBER 220646 DATED 04/17/2024 WRITTEN TO 89306 TRANSIT WORKS for the amount of							268.80
01001	00122906503	TRASH TAGS & STICKERS	VR 24041708-017	03/11/2024	-	STICKERS	896.00
CHECK TOTAL FOR CHECK NUMBER 220647 DATED 04/17/2024 WRITTEN TO 89321 TRASH STICKERS, INC. for the amount of							896.00
01610	61088156507	OPERATING SUPPLIES	VR 24041702-016	02/26/2024	-	16118	83.58
01610	61088156507	OPERATING SUPPLIES	VR 24041702-017	03/01/2024	-	16118	291.57
01610	61088156507	OPERATING SUPPLIES	VR 24041702-018	03/04/2024	-	16118	24.99
01001	001111106340	OFFICE/COMP. EQUIP MAINT.	VR 24041702-019	03/20/2024	-	16118	18.43
01110	11022986333	VHCL-FUEL	VR 24041702-020	03/27/2024	-	16118	413.35
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24041702-021	03/27/2024	-	16118	6.92
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24041702-023	03/28/2024	-	16118	171.96
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24041702-022	03/28/2024	-	16118	987.49
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24041702-024	03/28/2024	-	16118	70.92

REPORT DATE 04/12/2024
 SYSTEM DATE 04/12/2024
 FILES ID 0

CITY OF OTTUMWA
 CHECK REGISTER
 COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 15
 TIME 09:44:40
 USER MITCHELLK

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220648 DATED 04/17/2024 WRITTEN TO 92555 THE VAN METER COMPANY for the amount of							2069.21
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041708-019	04/01/2024	-	#112	230.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041708-020	04/01/2024	-	#208	480.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24041708-018	03/26/2024	-	#217	155.00
CHECK TOTAL FOR CHECK NUMBER 220649 DATED 04/17/2024 WRITTEN TO 95368 WAYNE'S TIRE for the amount of							865.00
01151	15144326490	OTHER PROF SERV	VR 24041708-026	03/28/2024	-	PROJECT 1194C21 CITY HA	5530.00
CHECK TOTAL FOR CHECK NUMBER 220650 DATED 04/17/2024 WRITTEN TO 96792 WILLETT HOFMANN for the amount of							5530.00
01133	13344106310	BUILDING MAINT REPAIR	VR 24041708-028	04/02/2024	-	FIRE EXTINGUISHER SERVI	50.00
01131	13122806310	BLDG MAINT & REPAIR	VR 24041708-027	03/25/2024	-	AIRPORT	231.00
CHECK TOTAL FOR CHECK NUMBER 220651 DATED 04/17/2024 WRITTEN TO 97320 WINGER COMPANIES for the amount of							281.00
01135	13544506320	GROUNDS MAINT & REPAIR	VR 24041708-022	03/27/2024	-	FENCE REPAIR	246.18
01670	67088406507	OPERATING SUPPLIES	VR 24041708-021	03/25/2024	-	HEAT EXCHANGER	510.00
CHECK TOTAL FOR CHECK NUMBER 220652 DATED 04/17/2024 WRITTEN TO 97321 WINGER SERVICE for the amount of							756.18
01 Bank Code TOTALS for 00112 Checks to 00112 Vendors for the amount of							1156900.70
REPORT TOTALS for 00112 Checks to 00112 Vendors for the amount of							1156900.70

REPORT DATE 04/12/2024
SYSTEM DATE 04/12/2024
FILES ID 0

CITY OF OTTUMWA
CHECK REGISTER
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 16
TIME 09:44:40
USER MITCHELLK

BATCH NUMBER CHKX

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

OTTUMWA CIVIL SERVICE COMMISSION

Utility Worker – Entrance Eligibility List

1. Hunter Hemm
2. Trapper Hemm
3. Daril McConkey
4. Josh Miller

Equipment Operator – Entrance Eligibility List

1. Kevin Eklofe
2. Ryan Elliot
3. Henry Harper
4. Trapper Hemm
5. Josh Miller
6. Jason Spurgeon
7. Bronco Watson

Certified April 10, 2024

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

received Item No. B.-4.
4.5.24 2pm

revision

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 16, 2024

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: **Arbor Day Proclamation**

Public hearing required if this box is checked.

RECOMMENDATION: Approve April 26, 2024 as Arbor Day in Ottumwa and authorize the Mayor to sign the proclamation.

DISCUSSION: The Arbor Day Foundation has designated April 26, 2024 as Arbor Day. An Arbor Day proclamation is required for the Tree City USA application that the City of Ottumwa submits at the end of each year. Arbor Day is a nation wide day of tree planting.

Source of Funds:

Budgeted Item: Budget Amendment Needed:



CITY OF OTTUMWA

ARBOR DAY
PROCLAMATION

WHEREAS; Trees are a most valuable resource in Ottumwa and the State of Iowa by purifying our air and water, helping to conserve our soil and energy, creating jobs for our people, providing critical wildlife habitat, and yielding bountiful recreation:
and

WHEREAS; Disease, insects, and pollutants have damaged and continue to threaten our trees, creating the need for reforestation programs and concerted public action toward ensuring the future of our City's urban forest; and

WHEREAS; This year on April 26, 2024, Arbor Day, the people of Ottumwa paid special attention to the wonderful gift that our trees represent and dedicate themselves to the continued health of our City's urban forest.

NOW, THEREFORE, I, Richard W. Johnson, Mayor, City of Ottumwa, do hereby proclaim April 26, 2024 as Arbor Day in Ottumwa, Iowa.

FURTHER, I urge the citizens of Ottumwa, Iowa, to become aware of the importance of trees to our community's well being and to participate in tree planting programs, which ensure a green environment in the decades to come.

Richard W. Johnson, Mayor

ATTEST:

Chris Reinhard, City Clerk



PROCLAMATION
Mental Health Month
May 2024

Whereas one in five adults experiences mental health struggles in any given year and 1 in 20 U.S. adults experience serious mental illness each year; 50% of all lifetime mental illness begins by age 14, and 75% by age 24;

Whereas significant delays—sometimes decades—often occur between the time symptoms first appear and when individuals get help;

Whereas early identification and treatment, and community support, can make a profound difference in the successful management of mental illness and recovery;

Whereas it is important to maintain mental health and learn the symptoms of mental health conditions, so individuals and their families can reach out for help when it is needed; and

Whereas, every citizen and community can make a difference in helping end the shame, misconceptions, and stigmas that have surrounded mental illness and deterred individuals and their families from receiving help;

Whereas public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness;

Whereas Each business, school, government agency, healthcare provider, organization, and citizen has a responsibility to promote mental health and well-being for all.

NOW, THEREFORE, I, Richard W. Johnson, Mayor, City of Ottumwa, proclaim May 2024 as Mental Health Month in Ottumwa, Iowa. I also call upon the citizens, government agencies, public and private institutions, businesses and schools in Ottumwa to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health and the need for appropriate and accessible services for all people with mental illnesses.

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

received
4-12-24 830A

received

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 16, 2024

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head



City Administrator Approval

AGENDA TITLE: A RESOLUTION ADOPTING THE ANNUAL BUDGET ESTIMATE FOR THE FISCAL YEAR ENDING JUNE 30, 2025



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:
1. Open public hearing.
 2. Presentation by city staff & receive comment(s), Call for written and oral objections.
 3. Close public hearing.
 4. Pass and adopt Resolution 80-2024

DISCUSSION: This is to hold a public hearing for the purpose of receiving citizen comments prior to consideration of the attached Resolution - 80-2024. Staff will provide additional information beyond what is attached summarizing revenue, expenditures, and cash balances.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 80-2024

**A RESOLUTION ADOPTING THE ANNUAL BUDGET ESTIMATE
FOR THE FISCAL YEAR ENDING JUNE 30, 2025**

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

The annual budget for fiscal year ending June 30, 2025, as set forth in the Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to functions and activities for said fiscal year is adopted, and the Director of Finance is directed to make the filings required by law and set up the books in accordance with the summary and details as adopted.

APPROVED, PASSED AND ADOPTED, this 16th day of April, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Chris Reinhard, City Clerk

Local Government Property Valuation System

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2024 - June 30, 2025

City of: OTTUMWA

The City Council will conduct a public hearing on the proposed Budget at: Bridge View Center 102 Church St Ottumwa, IA Meeting Date: 4/16/2024
Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	20.80779
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(641) 683-0622

City Clerk/Finance Officer's NAME
Cole S. O'Donnell, Finance Director

	Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources			
Taxes Levied on Property	1 14,373,233	14,310,868	14,466,475
Less: Uncollected Property Taxes-Levy Year	2 0	10,000	0
Net Current Property Taxes	3 14,373,233	14,300,868	14,466,475
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 1,451,782	1,771,478	1,841,610
Other City Taxes	6 6,459,746	6,988,794	5,332,122
Licenses & Permits	7 373,200	354,560	535,133
Use of Money and Property	8 1,677,060	1,687,674	1,035,522
Intergovernmental	9 11,497,233	4,585,680	7,670,829
Charges for Fees & Service	10 13,091,588	13,040,450	12,568,297
Special Assessments	11 46,000	54,000	56,404
Miscellaneous	12 4,683,477	4,615,128	4,760,293
Other Financing Sources	13 6,794,450	56,000	239,465
Transfers In	14 18,432,744	19,570,948	12,726,647
Total Revenues and Other Sources	15 78,880,513	67,025,580	61,232,757
Expenditures & Other Financing Uses			
Public Safety	16 11,406,680	10,378,635	10,459,504
Public Works	17 11,592,467	10,294,064	9,472,320
Health and Social Services	18 1,214,471	917,115	1,056,481
Culture and Recreation	19 3,154,503	3,455,088	3,492,251
Community and Economic Development	20 1,596,791	1,589,069	1,549,576
General Government	21 3,616,023	4,278,157	3,500,774
Debt Service	22 4,364,500	6,823,425	7,299,861
Capital Projects	23 17,420,988	7,446,106	3,175,837
Total Government Activities Expenditures	24 54,366,423	45,181,659	40,006,604
Business Type / Enterprises	25 17,154,200	15,364,420	14,286,062
Total ALL Expenditures	26 71,520,623	60,546,079	54,292,666
Transfers Out	27 18,432,744	19,570,948	12,726,647
Total ALL Expenditures/Transfers Out	28 89,953,367	80,117,027	67,019,313
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29 -11,072,854	-13,091,447	-5,786,556
Beginning Fund Balance July 1	30 17,075,924	30,167,371	35,953,927
Ending Fund Balance June 30	31 6,003,070	17,075,924	30,167,371

4/14/24

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025
 ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
 The City of : OTTUMWA County Name: WAPELLO COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric		City Number: 90-868 Last Official Census: 25,529
Regular	2a	699,574,040	2b	682,284,914		
DEBT SERVICE	3a	734,656,891	3b	717,367,765		
Ag Land	4a	996,930				

Consolidated General Fund Levy Calculation

	CGFL Max Rate	CGFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	8.77500	5,648,613	643,716,660	8.68
	Limitation Percentage			
	3			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2025	8.51942	5,959,965	5.51	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW		(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate		
384.1	8.51942	Consolidated General Fund			5	5,959,965	5,812,672	43	8.51942
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7		0	45	0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14	500,000	487,643	52	0.71472
384.12(5)	Amt Nec	Support of a Local Emerg Mgmt Comm.			462		0	465	0.00000
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	6,459,965	6,300,315		
384.1	3.00375	Ag Land			26	2,995	2,995	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	6,462,960	6,303,310		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29	1,258,400	1,227,301		1.79881
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30	860,916	839,640		1.23063
Rules	Amt Nec	Other Employee Benefits			31	3,025,007	2,950,248		4.32407
		Subtotal Employee Benefit Levy (29,30,31)			32	5,144,323	5,017,189	65	7.35351
		Valuation							
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	4,175,211 (B)		4,175,211	34	4,175	4,175	66	0.99995
	SSMID 2 (A)	5,005,404 (B)		5,005,404	35	10,010	10,010	67	1.99984
	SSMID 3 (A)	3,719,763 (B)		3,719,763	36	11,157	11,157	68	2.99938
	SSMID 4 (A)	0 (B)		0	37		0	69	0.00000
	SSMID 5 (A)	0 (B)		0	555		0	565	0.00000
	SSMID 6 (A)	0 (B)		0	556		0	566	0.00000
	SSMID 7 (A)	0 (B)		0	1177		0	1179	0.00000
	SSMID 8 (A)	0 (B)		0	1185		0	1187	0.00000
		Total Special Revenue Levies			39	5,169,665	5,042,531		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	3,100,354	3,027,392	70	4.22014
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	14,732,979	14,373,233	72	20.80779

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

(City Representative)

(Date)

(County Auditor)

(Date)

CITY NAME: NOTICE OF PUBLIC HEARING - CITY OF OTTUMWA - PROPOSED PROPERTY TAX LEVY **CITY #:** 90-868
OTTUMWA Fiscal Year July 1, 2024 - June 30, 2025

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 4/2/2024 **Meeting Time:** 05:30 PM **Meeting Location:** Bridgeview Center, 102 Church Street, Ottumwa, Iowa

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
 WWW.OTTUMWA.US

City Telephone Number
 (641) 683-0622

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	625,379,213	682,284,914	682,284,914
Consolidated General Fund	5,487,702	5,487,702	5,812,672
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	518,665	518,665	487,643
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	1,135,182	1,135,182	1,227,301
FICA & IPERS (If at General Fund Limit)	804,544	804,544	839,640
Other Employee Benefits	2,559,940	2,559,940	2,950,248
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	665,618,364	717,367,765	717,367,765
Debt Service	2,929,786	2,929,786	3,027,392
CITY REGULAR TOTAL PROPERTY TAX	13,435,819	13,435,819	14,344,896
CITY REGULAR TAX RATE	21.20106	19.48239	20.80779
Taxable Value for City Ag Land	963,137	996,930	996,930
Ag Land	2,893	2,893	2,995
CITY AG LAND TAX RATE	3.00373	2.90191	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Residential	1,159	964	-16.82
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	1,159	964	-16.82

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

The City of Ottumwa is not proposing an increase in the property tax rate for 2024/2025.

FUND BALANCE

City Name: OTTUMWA
 Fiscal Year July 1, 2024 - June 30, 2025

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2023										
Beginning Fund Balance July 1	1	3,710,484	16,807,180	-971,576	-256,879	12,271,130	883,731	32,444,070	3,509,857	35,953,927
Actual Revenues Except Beg Balance	2	19,084,582	20,606,376	1,841,610	5,009,647	2,899,035	15,317	49,456,567	11,776,190	61,232,757
Actual Expenditures Except End Balance	3	17,743,325	21,442,896	973,829	7,299,861	3,175,837	10,081	50,645,829	16,373,484	67,019,313
Ending Fund Balance June 30	4	5,051,741	15,970,660	-103,795	-2,547,093	11,994,328	888,967	31,254,808	-1,087,437	30,167,371
Re-Estimated FY 2024										
Beginning Fund Balance	5	5,051,741	15,970,660	-103,795	-2,547,093	11,994,328	888,967	31,254,808	-1,087,437	30,167,371
Re-Est Revenues	6	20,704,130	21,690,010	1,782,578	4,948,267	2,895,740	30,200	52,050,925	14,974,655	67,025,580
Re-Est Expenditures	7	22,213,488	25,263,984	1,350,458	6,823,425	7,535,106	20,200	63,206,661	16,910,366	80,117,027
Ending Fund Balance	8	3,542,383	12,396,686	328,325	-4,422,251	7,354,962	898,967	20,099,072	-3,023,148	17,075,924
Budget FY 2025										
Beginning Fund Balance	9	3,542,383	12,396,686	328,325	-4,422,251	7,354,962	898,967	20,099,072	-3,023,148	17,075,924
Revenues	10	21,313,102	23,474,720	1,463,505	4,933,949	10,877,539	23,600	62,086,415	17,294,098	79,380,513
Expenditures	11	22,043,272	29,084,990	1,280,782	4,364,500	13,520,988	17,600	70,312,132	19,641,235	89,953,367
Ending Fund Balance	12	2,812,213	6,786,416	511,048	-3,852,802	4,711,513	904,967	11,873,355	-5,370,285	6,503,070

LOCAL EMC SUPPORT

City Name: **OTTUMWA**
Fiscal Year July 1, 2024 - June 30, 2025

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg Mgmt Comm.	0	0
TOTAL FOR FY 2025	0	0

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: OTTUMWA
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY										
Police Department/Crime Prevention	1	6,334,140	204,489						6,538,629	6,504,372
Jail	2								0	0
Emergency Management	3								0	0
Flood Control	4	7,992							7,992	0
Fire Department	5	3,475,382	124,909						3,600,291	3,761,739
Ambulance	6								0	0
Building Inspections	7								0	0
Miscellaneous Protective Services	8								0	0
Animal Control	9	64,760							64,760	41,953
Other Public Safety	10		166,963						166,963	151,440
TOTAL (lines 1 - 10)	11	9,882,274	496,361				0		10,378,635	10,459,504
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12		2,758,006						2,758,006	2,741,827
Parking - Meter and Off-Street	13	35,262							35,262	0
Street Lighting	14		441,400						441,400	419,737
Traffic Control and Safety	15		649,555						649,555	580,795
Snow Removal	16		306,819						306,819	134,150
Highway Engineering	17	424,670	40,875						465,545	419,776
Street Cleaning	18		263,873						263,873	253,028
Airport (if not Enterprise)	19		1,618,604						1,618,604	1,813,260
Garbage (if not Enterprise)	20	2,347,165							2,347,165	2,137,537
Other Public Works	21	0	1,407,835						1,407,835	972,210
TOTAL (lines 12 - 21)	22	2,807,097	7,486,967				0		10,294,064	9,472,320
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26	758,451							758,451	535,027
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29	0	158,664						158,664	521,454
TOTAL (lines 23 - 29)	30	758,451	158,664				0		917,115	1,056,481
CULTURE & RECREATION										
Library Services	31		982,688						982,688	1,070,721
Museum, Band and Theater	32	10,100							10,100	8,033
Parks	33	781,789							781,789	822,301
Recreation	34	619,387							619,387	650,537
Cemetery	35		716,799						716,799	407,872
Community Center, Zoo, & Marina	36								0	0
Other Culture and Recreation	37	94,325	250,000						344,325	532,787
TOTAL (lines 31 - 37)	38	1,505,601	1,949,487				0		3,455,088	3,492,251

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: OTTUMWA
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT									
Community Beautification	39		40,000					40,000	39,138
Economic Development	40	0	224,680	30,000				254,680	598,678
Housing and Urban Renewal	41		312,000					312,000	601,927
Planning & Zoning	42	336,389						336,389	267,863
Other Com & Econ Development	43	200,000	85,000					285,000	41,970
TIF Rebates	44			361,000				361,000	0
TOTAL (lines 39 - 44)	45	536,389	621,680	431,000		0		1,589,069	1,549,576
GENERAL GOVERNMENT									
Mayor, Council, & City Manager	46	545,242						545,242	747,819
Clerk, Treasurer, & Finance Adm.	47	814,535	250,000					1,064,535	1,975,147
Elections	48							0	0
Legal Services & City Attorney	49							0	183,852
City Hall & General Buildings	50	160,054						160,054	294,209
Tort Liability	51		564,495					564,495	0
Other General Government	52	690,974	1,252,857					1,943,831	299,747
TOTAL (lines 46 - 52)	53	2,210,805	2,067,352	0		0		4,278,157	3,500,774
DEBT SERVICE	54			6,823,425				6,823,425	7,299,861
Gov Capital Projects	55				7,446,106			7,446,106	3,175,837
TIF Capital Projects	56							0	0
TOTAL CAPITAL PROJECTS	57	0	0	0	7,446,106	0		7,446,106	3,175,837
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	17,700,617	12,780,511	431,000	6,823,425	7,446,106	0	45,181,659	40,006,604
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
Water Utility	59							0	0
Sewer Utility	60						5,599,203	5,599,203	4,049,568
Electric Utility	61							0	0
Gas Utility	62							0	0
Airport	63							0	0
Landfill/Garbage	64						2,274,199	2,274,199	1,207,809
Transit	65							0	7,790
Cable TV, Internet & Telephone	66							0	0
Housing Authority	67							0	0
Storm Water Utility	68							0	18,527
Other Business Type (city hosp., ISF, parking, etc.)	69						1,210,145	1,210,145	1,088,095
Enterprise DEBT SERVICE	70						604,528	604,528	583,041
Enterprise CAPITAL PROJECTS	71						5,676,345	5,676,345	7,331,232
Enterprise TIF CAPITAL PROJECTS	72							0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73						15,364,420	15,364,420	14,286,062
TOTAL ALL EXPENDITURES (lines 58+73)	74	17,700,617	12,780,511	431,000	6,823,425	7,446,106	0	60,546,079	54,292,666
Regular Transfers Out	75	4,512,871	12,483,473			89,000	20,200	1,545,946	18,651,490
Internal TIF Loan Transfers Out	76			919,458				919,458	831,006
Total ALL Transfers Out	77	4,512,871	12,483,473	919,458	0	89,000	20,200	1,545,946	19,570,948
Total Expenditures and Other Fin Uses (lines 74+77)	78	22,213,488	25,263,984	1,350,458	6,823,425	7,535,106	20,200	80,117,027	67,019,313
Ending Fund Balance June 30	79	3,542,383	12,396,686	328,325	-4,422,251	7,354,962	898,967	-3,023,148	17,075,924

RE-ESTIMATED REVENUES DETAIL

City Name: OTTUMWA
Fiscal Year July 1, 2023 - June 30, 2024

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
Taxes Levied on Property	1	5,840,408	5,540,674			2,929,786		14,310,868	14,466,475
Less: Uncollected Property Taxes - Levy Year	2	10,000						10,000	0
Net Current Property Taxes (line 1 minus line 2)	3	5,830,408	5,540,674			2,929,786	0	14,300,868	14,466,475
Delinquent Property Taxes	4							0	0
TIF Revenues	5			1,771,478				1,771,478	1,841,610
Other City Taxes:									
Utility Tax Replacement Excise Taxes	6	171,195	136,883			80,716		388,794	0
Utility franchise tax (Iowa Code Chapter 364.2)	7	1,600,000						1,600,000	765,060
Parimutuel wager tax	8							0	0
Gaming wager tax	9							0	0
Mobile Home Taxes	10							0	0
Hotel/Motel Taxes	11	500,000						500,000	485,866
Other Local Option Taxes	12		4,500,000					4,500,000	4,081,196
Subtotal - Other City Taxes (lines 6 thru 12)	13	2,271,195	4,636,883			80,716	0	6,988,794	5,332,122
Licenses & Permits	14	354,560						354,560	535,133
Use of Money & Property	15	119,500	1,010,599	11,100				1,687,674	1,035,522
Intergovernmental:									
Federal Grants & Reimbursements	16		170,456					265,566	2,915,474
Road Use Taxes	17		3,369,828					3,369,828	3,513,078
Other State Grants & Reimbursements	18	246,997	134,495			68,622		535,259	847,631
Local Grants & Reimbursements	19	272,527	142,500					415,027	394,646
Subtotal - Intergovernmental (lines 16 thru 19)	20	519,524	3,817,279	0		68,622	176,585	4,585,680	7,670,829
Charges for Fees & Service:									
Water Utility	21							0	0
Sewer Utility	22						7,296,000	7,296,000	7,223,738
Electric Utility	23							0	0
Gas Utility	24							0	0
Parking	25							0	10,883
Airport	26		67,500					67,500	300,094
Landfill/Garbage	27	2,485,750					2,502,200	4,987,950	4,288,120
Hospital	28							0	0
Transit	29							0	0
Cable TV, Internet & Telephone	30							0	0
Housing Authority	31							0	0
Storm Water Utility	32							0	0
Other Fees & Charges for Service	33	544,100	112,200				32,700	689,000	745,462
Subtotal - Charges for Service (lines 21 thru 33)	34	3,029,850	179,700			0	0	9,830,900	12,568,297
Special Assessments	35	54,000						54,000	56,404
Miscellaneous	36	1,999,919	2,245,030				10,000	4,615,128	4,760,253
Other Financing Sources:									
Regular Operating Transfers In	37	6,449,174	4,188,365			1,041,165		4,371,631	11,895,641
Internal TIF Loan Transfers In	38	20,000	71,480			827,978		919,458	831,006
Subtotal ALL Operating Transfers In	39	6,469,174	4,259,845	0		1,869,143	2,601,155	19,570,948	12,726,647
Proceeds of Debt (Excluding TIF Internal Borrowing)	40							0	0
Proceeds of Capital Asset Sales	41	56,000						56,000	239,465
Subtotal-Other Financing Sources (lines 36 thru 38)	42	6,525,174	4,259,845	0		1,869,143	2,601,155	19,626,948	12,966,112
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	20,704,130	21,690,010	1,782,578	4,948,267	2,895,740	30,200	67,025,580	61,232,757
Beginning Fund Balance July 1	44	5,051,741	15,970,660	-103,795	-2,547,093	11,994,328	888,967	-1,087,437	30,167,371
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	25,755,871	37,660,670	1,678,783	2,401,174	14,890,068	919,167	97,192,951	97,186,684

EXPENDITURES SCHEDULE PAGE 1

City Name: OTTUMWA
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY											
Police Department/Crime Prevention	1	7,179,376	163,650						7,343,026	6,538,629	6,504,372
Jail	2								0	0	0
Emergency Management	3								0	0	0
Flood Control	4	4,160							4,160	7,992	0
Fire Department	5	3,684,136	155,600						3,839,736	3,600,291	3,761,739
Ambulance	6								0	0	0
Building Inspections	7								0	0	0
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	61,260							61,260	64,760	41,953
Other Public Safety	10		158,498						158,498	166,963	151,440
TOTAL (lines 1 - 10)	11	10,928,932	477,748				0		11,406,680	10,378,635	10,459,504
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12		3,374,040						3,374,040	2,758,006	2,741,827
Parking - Meter and Off-Street	13	36,926							36,926	35,262	0
Street Lighting	14		465,840						465,840	441,400	419,737
Traffic Control and Safety	15		750,233						750,233	649,555	580,795
Snow Removal	16		255,125						255,125	306,819	134,150
Highway Engineering	17	293,066	744,316						1,037,382	465,545	419,776
Street Cleaning	18		286,315						286,315	263,873	253,028
Airport	19		1,791,688						1,791,688	1,618,604	1,813,260
Garbage (if not Enterprise)	20	2,464,070							2,464,070	2,347,165	2,137,537
Other Public Works	21		1,130,848						1,130,848	1,407,835	972,210
TOTAL (lines 12 - 21)	22	2,794,062	8,798,405				0		11,592,467	10,294,064	9,472,320
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26	814,471							814,471	758,451	535,027
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29		400,000						400,000	158,664	521,454
TOTAL (lines 23 - 29)	30	814,471	400,000				0		1,214,471	917,115	1,056,481
CULTURE & RECREATION											
Library Services	31		1,005,146						1,005,146	982,688	1,070,721
Museum, Band and Theater	32	8,300							8,300	10,100	8,033
Parks	33	897,767							897,767	781,789	822,301
Recreation	34	769,441							769,441	619,387	650,537
Cemetery	35		421,929						421,929	716,799	407,872
Community Center, Zoo, & Marina	36								0	0	0
Other Culture and Recreation	37	51,920							51,920	344,325	532,787
TOTAL (lines 31 - 37)	38	1,727,428	1,427,075				0		3,154,503	3,455,088	3,492,251

EXPENDITURES SCHEDULE PAGE 2

City Name: OTTUMWA
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39		40,000					40,000	40,000	39,138
Economic Development	40	620,000	30,000					650,000	254,680	598,678
Housing and Urban Renewal	41	100,000						100,000	312,000	601,927
Planning & Zoning	42	205,791						205,791	336,389	267,863
Other Com & Econ Development	43	200,000	40,000					240,000	285,000	41,970
TIF Rebates	44		361,000					361,000	361,000	0
TOTAL (lines 39 - 44)	45	405,791	760,000	431,000		0		1,596,791	1,589,069	1,549,576
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	574,403						574,403	545,242	747,819
Clerk, Treasurer, & Finance Adm.	47	780,647	250,000					1,030,647	1,064,535	1,975,147
Elections	48							0	0	0
Legal Services & City Attorney	49							0	0	183,852
City Hall & General Buildings	50	82,250						82,250	160,054	294,209
Tort Liability	51		670,345					670,345	564,495	0
Other General Government	52	615,521	642,857					1,258,378	1,943,831	299,747
TOTAL (lines 46 - 52)	53	2,052,821	1,563,202	0		0		3,616,023	4,278,157	3,500,774
DEBT SERVICE										
Gov Capital Projects	55		3,900,000		13,520,988			17,420,988	7,446,106	3,175,837
TIF Capital Projects	56							0	0	0
TOTAL CAPITAL PROJECTS	57	0	3,900,000	0	13,520,988	0		17,420,988	7,446,106	3,175,837
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	18,723,505	17,326,430	431,000	4,364,500	13,520,988	0	54,366,423	45,181,659	40,006,604
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							0	0	0
Sewer Utility	60						8,310,584	8,310,584	5,599,203	4,049,568
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							0	0	0
Landfill/Garbage	64						2,735,412	2,735,412	2,274,199	1,207,809
Transit	65							0	0	7,790
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68							0	0	18,527
Other Business Type (city hosp., ISF, parking, etc.)	69						866,859	866,859	1,210,145	1,088,095
Enterprise DEBT SERVICE	70							0	604,528	583,041
Enterprise CAPITAL PROJECTS	71						5,241,345	5,241,345	5,676,345	7,331,232
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							17,154,200	17,154,200	15,364,420
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	18,723,505	17,326,430	431,000	4,364,500	13,520,988	0	17,154,200	71,520,623	60,546,079
Regular Transfers Out	75	3,319,767	11,758,560				17,600	2,487,035	17,582,962	18,651,490
Internal TIF Loan / Repayment Transfers Out	76			849,782				849,782	919,458	831,006
Total ALL Transfers Out	77	3,319,767	11,758,560	849,782	0	0	17,600	2,487,035	18,432,744	19,570,948
Total Expenditures & Fund Transfers Out (lines 74+77)	78	22,043,272	29,084,990	1,280,782	4,364,500	13,520,988	17,600	89,953,367	80,117,027	67,019,313
Ending Fund Balance June 30	79	2,812,213	6,786,416	511,048	-3,852,802	4,711,513	904,967	-5,370,285	17,075,924	30,167,371

REVENUES DETAIL

City Name: OTTUMWA
Fiscal Year July 1, 2024 - June 30, 2025

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	1	6,303,310	5,042,531		3,027,392	0			14,373,233	14,310,868	14,466,475
Less: Uncollected Property Taxes - Levy Year	2								0	10,000	0
Net Current Property Taxes (line 1 minus line 2)	3	6,303,310	5,042,531		3,027,392	0			14,373,233	14,300,868	14,466,475
Delinquent Property Taxes	4								0	0	0
TIF Revenues	5			1,451,782					1,451,782	1,771,478	1,841,610
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	159,650	127,134		72,962	0			359,746	388,794	0
Utility franchise tax (Iowa Code Chapter 364.2)	7	1,600,000							1,600,000	1,600,000	765,060
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10								0	0	0
Hotel/Motel Taxes	11	500,000							500,000	500,000	485,866
Other Local Option Taxes	12		4,500,000						4,500,000	4,500,000	4,081,196
Subtotal - Other City Taxes (lines 6 thru 12)	13	2,259,650	4,627,134		72,962	0			6,959,746	6,988,794	5,332,122
Licenses & Permits	14	373,200							373,200	354,560	535,133
Use of Money & Property	15	170,000	1,048,610	10,100		89,000	17,600	341,750	1,677,060	1,687,674	1,035,522
Intergovernmental:											
Federal Grants & Reimbursements	16	100,000	22,000			3,163,539		2,500,000	5,785,539	265,566	2,915,474
Road Use Taxes	17		3,395,357						3,395,357	3,369,828	3,513,078
Other State Grants & Reimbursements	18	464,100	281,362	1,623	155,794	800,000		9,000	1,711,879	535,259	847,631
Local Grants & Reimbursements	19	211,958	142,500					250,000	604,458	415,027	394,646
Subtotal - Intergovernmental (lines 16 thru 19)	20	776,058	3,841,219	1,623	155,794	3,963,539		2,759,000	11,497,233	4,585,680	7,670,829
Charges for Fees & Service:											
Water Utility	21								0	0	0
Sewer Utility	22							7,303,200	7,303,200	7,296,000	7,223,738
Electric Utility	23								0	0	0
Gas Utility	24								0	0	0
Parking	25								0	0	10,883
Airport	26		66,500						66,500	67,500	300,094
Landfill/Garbage	27	2,595,000						2,303,100	4,898,100	4,987,950	4,288,120
Hospital	28								0	0	0
Transit	29								0	0	0
Cable TV, Internet & Telephone	30								0	0	0
Housing Authority	31								0	0	0
Storm Water Utility	32								0	0	0
Other Fees & Charges for Service	33	562,500	181,700					79,588	823,788	689,000	745,462
Subtotal - Charges for Service (lines 21 thru 33)	34	3,157,500	248,200		0	0	0	9,685,888	13,091,588	13,040,450	12,568,297
Special Assessments	35	46,000							46,000	54,000	56,404
Miscellaneous	36	1,969,527	1,706,850			700,000	6,000	301,100	4,683,477	4,615,128	4,760,253
Other Financing Sources:											
Regular Operating Transfers In	37	6,217,857	3,130,726		848,019	3,600,000		3,786,360	17,582,962	18,651,490	11,895,641
Internal TIF Loan Transfers In	38	20,000			829,782				849,782	919,458	831,006
Subtotal ALL Operating Transfers In	39	6,237,857	3,130,726	0	1,677,801	3,600,000	0	3,786,360	18,432,744	19,570,948	12,726,647
Proceeds of Debt (Excluding TIF Internal Borrowing)	40		3,829,450			2,525,000		420,000	6,774,450	0	0
Proceeds of Capital Asset Sales	41	20,000							20,000	56,000	239,465
Subtotal-Other Financing Sources (lines 38 thru 40)	42	6,257,857	6,960,176	0	1,677,801	6,125,000	0	4,206,360	25,227,194	19,626,948	12,966,112
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	21,313,102	23,474,720	1,463,505	4,933,949	10,877,539	23,600	17,294,098	79,380,513	67,025,580	61,232,757
Beginning Fund Balance July 1	44	3,542,383	12,396,686	328,325	-4,422,251	7,354,962	898,967	-3,023,148	17,075,924	30,167,371	35,953,927
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	24,855,485	35,871,406	1,791,830	511,698	18,232,501	922,567	14,270,950	96,456,437	97,192,951	97,186,684

ADOPTED BUDGET SUMMARY

City Name: OTTUMWA
 Fiscal Year July 1, 2024 - June 30, 2025

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
Revenues & Other Financing Sources											
Taxes Levied on Property	1	6,303,310	5,042,531		3,027,392	0			14,373,233	14,310,868	14,466,475
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	10,000	0
Net Current Property Taxes	3	6,303,310	5,042,531		3,027,392	0			14,373,233	14,300,868	14,466,475
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			1,451,782					1,451,782	1,771,478	1,841,610
Other City Taxes	6	2,259,650	4,627,134		72,962	0			6,959,746	6,988,794	5,332,122
Licenses & Permits	7	373,200	0					0	373,200	354,560	535,133
Use of Money and Property	8	170,000	1,048,610	10,100	0	89,000	17,600	341,750	1,677,060	1,687,674	1,035,522
Intergovernmental	9	776,058	3,841,219	1,623	155,794	3,963,539		2,759,000	11,497,233	4,585,680	7,670,829
Charges for Fees & Service	10	3,157,500	248,200		0	0	0	9,685,888	13,091,588	13,040,450	12,568,297
Special Assessments	11	46,000	0		0	0		0	46,000	54,000	56,404
Miscellaneous	12	1,969,527	1,706,850		0	700,000	6,000	301,100	4,683,477	4,615,128	4,760,253
Sub-Total Revenues	13	15,055,245	16,514,544	1,463,505	3,256,148	4,752,539	23,600	13,087,738	54,153,319	47,398,632	48,266,645
Other Financing Sources:											
Total Transfers In	14	6,237,857	3,130,726	0	1,677,801	3,600,000	0	3,786,360	18,432,744	19,570,948	12,726,647
Proceeds of Debt	15	0	3,829,450	0	0	2,525,000		420,000	6,774,450	0	0
Proceeds of Capital Asset Sales	16	20,000	0	0	0	0	0	0	20,000	56,000	239,465
Total Revenues and Other Sources	17	21,313,102	23,474,720	1,463,505	4,933,949	10,877,539	23,600	17,294,098	79,380,513	67,025,580	61,232,757
Expenditures & Other Financing Uses											
Public Safety	18	10,928,932	477,748	0			0		11,406,680	10,378,635	10,459,504
Public Works	19	2,794,062	8,798,405	0			0		11,592,467	10,294,064	9,472,320
Health and Social Services	20	814,471	400,000	0			0		1,214,471	917,115	1,056,481
Culture and Recreation	21	1,727,428	1,427,075	0			0		3,154,503	3,455,088	3,492,251
Community and Economic Development	22	405,791	760,000	431,000			0		1,596,791	1,589,069	1,549,576
General Government	23	2,052,821	1,563,202	0			0		3,616,023	4,278,157	3,500,774
Debt Service	24	0	0	0	4,364,500		0		4,364,500	6,823,425	7,299,861
Capital Projects	25	0	3,900,000	0		13,520,988	0		17,420,988	7,446,106	3,175,837
Total Government Activities Expenditures	26	18,723,505	17,326,430	431,000	4,364,500	13,520,988	0		54,366,423	45,181,659	40,006,604
Business Type Proprietary: Enterprise & ISF	27							17,154,200	17,154,200	15,364,420	14,286,062
Total Gov & Bus Type Expenditures	28	18,723,505	17,326,430	431,000	4,364,500	13,520,988	0	17,154,200	71,520,623	60,546,079	54,292,666
Total Transfers Out	29	3,319,767	11,758,560	849,782	0	0	17,600	2,487,035	18,432,744	19,570,948	12,726,647
Total ALL Expenditures/Fund Transfers Out	30	22,043,272	29,084,990	1,280,782	4,364,500	13,520,988	17,600	19,641,235	89,953,367	80,117,027	67,019,313
Excess Revenues & Other Sources Over	31										
(Under) Expenditures/Transfers Out	32	-730,170	-5,610,270	182,723	569,449	-2,643,449	6,000	-2,347,137	-10,572,854	-13,091,447	-5,786,556
Beginning Fund Balance July 1	33	3,542,383	12,396,686	328,325	-4,422,251	7,354,962	898,967	-3,023,148	17,075,924	30,167,371	35,953,927
Ending Fund Balance June 30	34	2,812,213	6,786,416	511,048	-3,852,802	4,711,513	904,967	-5,370,285	6,503,070	17,075,924	30,167,371

LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
SERIES 2016 A & B	1	1,900,000	GO	110-2016	180,000	12,320	192,320	500			192,820
SERIES 2017	2	5,300,000	GO	57-2017	375,000	8,438	383,438	500			383,938
SERIES 2018	3	1,500,000	GO	124-2018	150,000	20,846	170,846	600			171,446
SERIES 2019	4	6,165,000	GO	42,43-2019	950,000	93,750	1,043,750	1,200		361,900	683,050
SERIES 2020	5	14,115,000	GO	83,84-2020	453,626	311,090	764,716	500		765,216	0
SERIES 2011A & 2021B	6	8,420,000	GO	31,32-2021	130,000	11,830	141,830	500		142,330	0
SERIES 2020PHASE 8 SEWER	7	5,426,000	NON-GO	83-2020	271,375	74,610	345,985	500		346,485	0
SERIES 2021A	8	7,025,000	GO	24,25-2021	0	130,700	130,700	500			131,200
SERIES 2022	9	8,000,000	GO	49-2022	20,000	62,700	82,700	500			83,200
2022 DEFICIT RECOVERY	10		GO	49-2022	1,164,600		1,164,600				1,164,600
2024 PRE LEVY	11		GO	54-2024	264,600	25,000	289,600	500			290,100
	12	-					0				0
	13	-					0				0
	14	-					0				0
	15	-					0				0
	16	-					0				0
	17	-					0				0
	18	-					0				0
	19	-					0				0
	20	-					0				0
	21	-					0				0
	22	-					0				0
	23	-					0				0
	24	-					0				0
	25	-					0				0
	26	-					0				0
	27	-					0				0
	28	-					0				0
	29	-					0				0
	30	-					0				0
TOTALS					3,959,201	751,284	4,710,485	5,800	0	1,615,931	3,100,354

LONG TERM DEBT SCHEDULE - LT DEBT2

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0				0
	32	-				0				0
	33	-				0				0
	34	-				0				0
	35	-				0				0
	36	-				0				0
	37	-				0				0
	38	-				0				0
	39	-				0				0
	40	-				0				0
	41	-				0				0
	42	-				0				0
	43	-				0				0
	44	-				0				0
	45	-				0				0
	46	-				0				0
	47	-				0				0
	48	-				0				0
	49	-				0				0
	50	-				0				0
	51	-				0				0
	52	-				0				0
	53	-				0				0
	54	-				0				0
	55	-				0				0
	56	-				0				0
	57	-				0				0
	58	-				0				0
	59	-				0				0
	60	-				0				0
TOTALS				3,959,201	751,284	4,710,485	5,800	0	1,615,931	3,100,354

LONG TERM DEBT SCHEDULE - LT DEBT3

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0				0
	62	-				0				0
	63	-				0				0
	64	-				0				0
	65	-				0				0
	66	-				0				0
	67	-				0				0
	68	-				0				0
	69	-				0				0
	70	-				0				0
	71	-				0				0
	72	-				0				0
	73	-				0				0
	74	-				0				0
	75	-				0				0
	76	-				0				0
	77	-				0				0
	78	-				0				0
	79	-				0				0
	80	-				0				0
	81	-				0				0
	82	-				0				0
	83	-				0				0
	84	-				0				0
	85	-				0				0
	86	-				0				0
	87	-				0				0
	88	-				0				0
	89	-				0				0
	90	-				0				0
TOTALS				3,959,201	751,284	4,710,485	5,800	0	1,615,931	3,100,354

LONG TERM DEBT SCHEDULE - LT DEBT4

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-					0				0
	92	-					0				0
	93	-					0				0
	94	-					0				0
	95	-					0				0
	96	-					0				0
	97	-					0				0
	98	-					0				0
	99	-					0				0
	100	-					0				0
	101	-					0				0
	102	-					0				0
	103	-					0				0
	104	-					0				0
	105	-					0				0
	106	-					0				0
	107	-					0				0
	108	-					0				0
	109	-					0				0
	110	-					0				0
	111	-					0				0
	112	-					0				0
	113	-					0				0
	114	-					0				0
	115	-					0				0
	116	-					0				0
	117	-					0				0
	118	-					0				0
	119	-					0				0
	120	-					0				0
TOTALS					3,959,201	751,284	4,710,485	5,800	0	1,615,931	3,100,354

LONG TERM DEBT SCHEDULE - LT DEBT5

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-					0				0
	122	-					0				0
	123	-					0				0
	124	-					0				0
	125	-					0				0
	126	-					0				0
	127	-					0				0
	128	-					0				0
	129	-					0				0
	130	-					0				0
	131	-					0				0
	132	-					0				0
	133	-					0				0
	134	-					0				0
	135	-					0				0
	136	-					0				0
	137	-					0				0
	138	-					0				0
	139	-					0				0
	140	-					0				0
	141	-					0				0
	142	-					0				0
	143	-					0				0
	144	-					0				0
	145	-					0				0
	146	-					0				0
	147	-					0				0
	148	-					0				0
	149	-					0				0
	150	-					0				0
TOTALS					3,959,201	751,284	4,710,485	5,800	0	1,615,931	3,100,354

LONG TERM DEBT SCHEDULE - LT DEBT6

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				3,959,201	751,284	4,710,485	5,800	0	1,615,931	3,100,354

LONG TERM DEBT SCHEDULE - LT DEBT7

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-					0				0
	182	-					0				0
	183	-					0				0
	184	-					0				0
	185	-					0				0
	186	-					0				0
	187	-					0				0
	188	-					0				0
	189	-					0				0
	190	-					0				0
	191	-					0				0
	192	-					0				0
	193	-					0				0
	194	-					0				0
	195	-					0				0
	196	-					0				0
	197	-					0				0
	198	-					0				0
	199	-					0				0
	200	-					0				0
	201	-					0				0
	202	-					0				0
	203	-					0				0
	204	-					0				0
	205	-					0				0
	206	-					0				0
	207	-					0				0
	208	-					0				0
	209	-					0				0
	210	-					0				0
TOTALS					3,959,201	751,284	4,710,485	5,800	0	1,615,931	3,100,354

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2025	Interest Due FY 2025	Total Obligation Due FY 2025	Bond Reg./ Paying Agent Fees Due FY 2025	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	3,687,826	676,674	4,364,500	5,300	0	1,269,446	3,100,354
NON GO - TOTAL	271,375	74,610	345,985	500	0	346,485	0
GRAND - TOTAL	3,959,201	751,284	4,710,485	5,800	0	1,615,931	3,100,354

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
 Fiscal Year July 1, 2024 - June 30, 2025

City of: **OTTUMWA**

The City Council will conduct a public hearing on the proposed Budget at: **Bridge View Center 102 Church St Ottumwa, IA Meeting Date: 4/16/2024**
Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	20.80779
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number (641) 683-0622 City Clerk/Finance Officer's NAME Cole S. O'Donnell, Finance Director

	Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources			
Taxes Levied on Property	1 14,373,233	14,310,868	14,466,475
Less: Uncollected Property Taxes-Levy Year	2 0	10,000	0
Net Current Property Taxes	3 14,373,233	14,300,868	14,466,475
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 1,451,782	1,771,478	1,841,610
Other City Taxes	6 6,959,746	6,988,794	5,332,122
Licenses & Permits	7 373,200	354,560	535,133
Use of Money and Property	8 1,677,060	1,687,674	1,035,522
Intergovernmental	9 11,497,233	4,585,680	7,670,829
Charges for Fees & Service	10 13,091,588	13,040,450	12,568,297
Special Assessments	11 46,000	54,000	56,404
Miscellaneous	12 4,683,477	4,615,128	4,760,253
Other Financing Sources	13 6,794,450	56,000	239,465
Transfers In	14 18,432,744	19,570,948	12,726,647
Total Revenues and Other Sources	15 79,380,513	67,025,580	61,232,757
Expenditures & Other Financing Uses			
Public Safety	16 11,406,680	10,378,635	10,459,504
Public Works	17 11,592,467	10,294,064	9,472,320
Health and Social Services	18 1,214,471	917,115	1,056,481
Culture and Recreation	19 3,154,503	3,455,088	3,492,251
Community and Economic Development	20 1,596,791	1,589,069	1,549,576
General Government	21 3,616,023	4,278,157	3,500,774
Debt Service	22 4,364,500	6,823,425	7,299,861
Capital Projects	23 17,420,988	7,446,106	3,175,837
Total Government Activities Expenditures	24 54,366,423	45,181,659	40,006,604
Business Type / Enterprises	25 17,154,200	15,364,420	14,286,062
Total ALL Expenditures	26 71,520,623	60,546,079	54,292,666
Transfers Out	27 18,432,744	19,570,948	12,726,647
Total ALL Expenditures/Transfers Out	28 89,953,367	80,117,027	67,019,313
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29 -10,572,854	-13,091,447	-5,786,556
Beginning Fund Balance July 1	30 17,075,924	30,167,371	35,953,927
Ending Fund Balance June 30	31 6,503,070	17,075,924	30,167,371

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 16, 2024

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 95-2024, a resolution accepting the bid and approving the sale of 413 N Birch to David Osorio for the sum of \$18,000.00

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

RECOMMENDATION: Pass and adopt Resolution No. 95-2024

DISCUSSION: The City accepted bids on this property until 2:00 PM March 28, 2024. Seven bids were submitted. David Osorio submitted the best bid in the amount of \$18,000.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

RESOLUTION No. 95 - 2024

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 413 N BIRCH TO DAVID OSORIO FOR THE SUM OF \$18,000.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as BLAKE'S ADD LOT 9 BLK 7 City of Ottumwa, Wapello County, Iowa, also known as 413 N Birch and

WHEREAS, pursuant to published notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received Seven bids; and

WHEREAS, David Osorio submitted the best bid in the amount of \$18,000.00; 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

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from David Osorio, in the amount of \$18,000.00 be 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 16th day of April 2024.

City of Ottumwa, Iowa

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

413 N BIRCH

Bidder	Bid
Bella Vista Real Estate	\$1,326.00
Blunt Investments	\$2,500.00
Jesse Leon	\$4,572.00
Manny Martinez	\$6,200.00
Weston McKee	\$7,550.00
Ben Halblom	\$12,000.00
David Osorio	\$18,000.00

OTTUMWA COURIER

marketplace

central

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

Public Notices

WITHHOLDING \$1,978.97
 DERANS TOWING SERVICE
 VEHICLE MAINT. \$90.00
 DRISH CONSTRUCTION,
 INC. PROFESSIONAL SER-
 VICES \$3,800.00
 ECOSYSTEMS INC CON-
 TRACT SERVICES
 \$12,936.00
 GARDEN & ASSOCIATES
 LTD ENGINEERING SERV-
 ICES \$5,002.25
 GILWORTH FURNITURE
 OTHER CAPITAL EQUIP.
 \$3,000.00
 GREATER OTTUMWA PART-
 NERS ENGINEERING-RIVER
 FRONT PROJ \$6,250.00
 HADEL IFES, LLC CAPITAL
 IMPROVEMENTS \$2,950.00
 HAINES AUTO SUPPLY, INC.
 VEHICLE MAINT. \$530.60
 HOPKINS & HUBBNER PC
 LEAGAL FEES \$5,886.20
 HUMANA INSURANCE CO
 HEALTH CLAIMS \$23,999.91
 HY-VEE ACCOUNTS RECEIV-
 ABL OPERATING SUPPLIES
 \$401.63
 IMWCA CLAIMS AND FEES
 \$4,557.38
 IMSA TRAINING \$80.00
 INDUSTRIAL CHEMICAL
 BLDG REPAIR AND MAINT
 \$72.00
 INFOMAX OFF SYSTEMS INC
 CONTRACTUAL SERVICES
 \$1,009.76
 INGRAM LIBRARY SERVICES
 LIBRARY MATERIALS
 \$1,331.41
 IAMU DUES \$500.00
 IOWA DEPT TRANSPORTA-
 TION SUPPLIES \$2,448.90
 IA DEPT OF PUBLIC HEALTH
 PERMITS \$70.00
 IA LAW ENFORCEMENT
 ACADEM OTHER PROFES-
 SIONAL SERVICES \$400.00
 IOWA ONE CALL OTHER
 PROFESSIONAL SERVICES
 \$316.90
 IOWA SPORTS SUPPLY CO.
 OPERATING SUPPLIES
 \$361.00
 J & J MOWING CONTRACTU-
 AL SERVICES \$3,747.09
 KLODDT DOOR SERVICE LLC
 GROUNDS MAINT & REPAIR
 \$856.44
 UKG KRONOS SYSTEMS,
 LLC CONTRACTUAL SER-
 VICES \$6,506.23
 THE LAKOTA GROUP, INC.
 CONTRACTUAL SERVICES
 \$6,232.20
 MANATT'S INC TREET
 MAINT. SUPPLIES
 \$11,474.94
 VANESSA MANLEY REFUND
 \$100.00
 MIDWEST AUTO GLASS &
 TIRE VEHICLE MAINT.
 \$104.00
 MISSIONSQUARE EMPLOY-
 EE CONTRIBUTIONS
 \$1,285.38
 MOTION INDUSTRIES OPER-
 ATING SUPPLIES \$134.13
 MUNICIPAL PIPE TOOL CO

Public Notices

**OTTUMWA CITY COUNCIL
 MINUTES
 SPECIAL MEETING NO. 13
 April 2, 2024
 Bridge View Center
 102 Church St.
 5:30 O'Clock P.M.**

The meeting was called to or-
 der at 5:30 P.M.
 Present were Council Member
 McAntire, Caviness, Bossou,
 Galloway, Hoffman and Mayor
 Johnson.
 Staff present City Admin. Rath,
 Finance Dir. O'Donnell, PIO
 Lawrence, Dir. Airport Oper.
 Wheaton, PW Dir./City Engi-
 neer Burgmeier, HR Dir.
 Codjoe, Police Chief Farring-
 ton, Parks & Rec Dir. Rathje.
 Caviness moved, seconded by
 Hoffman to approve agenda as
 presented. All ayes.
 This was the time, place and
 date set for a public hearing on
 the proposed Property Tax
 Levy for the City of Ottumwa,
 FY 24/25. O'Donnell reported.
 Wapello County Brd. of Super-
 visors Brian Morgan reported
 on county experience with their
 budget. No objections rec'd.
 Hoffman moved, seconded by
 McAntire to close public hear-
 ing. All ayes.
 There being no further busi-
 ness, Galloway moved,
 seconded by Hoffman to ad-
 journ. All ayes.
 Adjournment was at 5:48 P.M.
 CITY OF OTTUMWA, IOWA

ATTEST:
 Richard W. Johnson
 Mayor
 Christina Reinhard
 CMC, City Clerk
 Published: April 11, 2024

**NOTICE OF PUBLIC HEAR-
 ING 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,
 April 16th, 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
 BLAKE'S ADD LOT 9 BLK 7
 (413 N BIRCH) City of Ot-
 tumwa, Wapello County, Iowa,
 also known as 413 N Birch
 Street to the successful bidder
 by quit claim deed, with no ab-
 stract and the buyer paying all
 costs of conveyance. All per-
 sons interested in the intent to
 dispose of said property are in-
 vited 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, Zon-
 ing and Housing Coordinator

**JEFFERSON COUNTY
 BOARD OF SUPERVISORS'
 PROCEEDINGS**

Public Notices

Deceased, who died on or
 about on March 14, 2024:
 You are hereby notified that
 on March 28, 2024, the Last
 Will and Testament of Charles
 R. Osing, deceased, bearing
 date of September 16, 2019,
 was admitted to probate in the
 above-named court and there
 will be no present administra-
 tion of the estate. Any action to
 set aside the will must be
 brought in the district court of
 the county within the later to
 occur of four months from the
 date of the second publication
 of this notice or one month
 from the date of mailing of this
 notice to all heirs of the deced-
 ent and devisees under the
 will whose identities are rea-
 sonably ascertainable, or
 thereafter be forever barred.
 Dated on April 4, 2024.
 Teresa L. Broseh, Proponent
 1367 E. Alamosa Dr.
 Terrell, TX 75160
 Attorney for estate:
 Gayla R. Harrison
 ICIS#: AT0003377
 129 W. Fourth St.
 P.O. Box 250
 Ottumwa, IA 52501
 gharrison@hmmw.com
 Date of second publication:
 April 18, 2024
 Published: April 11 & 18, 2024

REQUEST FOR PROPOSAL

This is an invitation to submit
 a proposal to Ottumwa Hous-
 ing Authority for concrete
 repair/replacement at all sites
 which include the following in
 Ottumwa, Iowa. Please pre-
 pare proposals separately for
 sites as listed below: Southoak
 Towers, 102 West Finley Av-
 enue,
 Camelot Towers, 827 Albia
 Road, Westgate Towers, 910
 West Second Street, 1102-
 1120 Elm Court, 223-229
 Fairview, 302 Summitt Street
 Apt 2-12, 1105-1115 Jay
 Street, 808-814 N Fellows Ave,
 103-149 Taft Circle, 125-127
 Taft Ave, Tindell Apt A-D, and
 Oak Terrace Apt 1-12.

Ottumwa Housing Authority
 approval process may require
 approval by Ottumwa Housing
 Authority Board of Commis-
 sioners.

All contractors submitting
 proposals must be registered
 and licensed with the State of
 Iowa. Contractors must be in-
 sured at a minimum of: public
 liability with bodily injury and
 property damage limits of not
 less than
 \$1,000,000/\$500,000/\$50,000
 to protect the Contractor and
 each Subcontractor against
 claims for personal injury or
 death and damage to the prop-
 erty of others. This shall cover
 the contractor, its employees,
 subcontractors, and their em-
 ployees.

Public Notices

**IN THE IOWA DISTRICT
 COURT FOR WAPELLO
 COUNTY
 CASE NO.: DREQ114054
 ORIGINAL NOTICE (By
 Publication) AND NOTICE
 OF PETITION
 PETITION TO ESTABLISH
 CUSTODY, AND OTHER
 RELATED MATTERS**
**Upon the Petition of
 ISAIAH COX,
 Petitioner,
 And Concerning
 JON MONICA SHRYOCK,
 Respondent,**

You are notified that a peti-
 tion has been filed in the office
 of the clerk of this court naming
 you as a Respondent in this
 action, which petition prays for
 child custody and other mat-
 ters. FOR FURTHER
 PARTICULARS, SEE COPY
 OF PETITION NOW ON FILE.
 The name and address of the
 attorney for the Petitioners is
 Heather M. Simplot. The attor-
 neys' phone number is
 641-682-8326; facsimile num-
 ber is 641-682-8329.

You must serve a motion or
 answer before twenty (20)
 days elapses from the last pub-
 lication of this Original Notice
 and within a reasonable time
 thereafter, file your motion or
 answer with the Clerk of Court
 for Wapello County, at the
 courthouse in Ottumwa, Iowa.
 If you do not, judgment by de-
 fault may be rendered against
 you for the relief demanded in
 the petition.

You are further notified that
 the above case has been filed
 in a county that utilizes elec-
 tronic filing. Please see Iowa
 Court Rules Chapter 16 for in-
 formation on electronic filing
 and Iowa Court Rules Chapter
 16, division VI regarding the
 protection of personal informa-
 tion in court filings.

If you need assistance to partic-
 ipate in court due to a
 disability, call the disability co-
 ordinator at 641-684-6502.
 Persons who are hearing or
 speech impaired may call Re-
 lay Iowa TTY (1-800-735-
 2942). Disability coordinators
 cannot provide legal advice.
 Important: You are advised to
 seek legal advice to protect
 your interests.

You must file your Appeal-
 ance and Answer on the Iowa
 Judicial Branch eFile System,
 unless the attached Petition
 and Original Notice contains a
 hearing date for your appear-
 ance, or unless the court has
 excused you from filing elec-
 tronically (see Iowa Court Rule
 16.302).

Register for the eFile System
 at
www.iowacourts.state.ia.us/Efile
 to file and view documents in
 your case and to receive no-
 tices from the court.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 16, 2024

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 96-2024, a resolution accepting the bid and approving the sale of 1140 N Elm to David Osorio for the sum of \$18,000.00

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

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

RECOMMENDATION: Pass and adopt Resolution No. 96-2024

DISCUSSION: The City accepted bids on this property until 2:00 PM March 28, 2024. Ten bids were submitted. David Osorio submitted the best bid in the amount of \$18,000.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

RESOLUTION No. 96 - 2024

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 1140 N ELM TO DAVID OSORIO FOR THE SUM OF \$18,000.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as AUD SUB SWNE N1/2 AL 8 CM 165'N SECOR SW NE/N55/W588.72-ELM ST/S55/E-BG City of Ottumwa, Wapello County, Iowa, also known as 1140 N Elm and

WHEREAS, pursuant to published notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received Ten bids; and

WHEREAS, David Osorio submitted the best bid in the amount of \$18,000.00; 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

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from David Osorio, in the amount of \$18,000.00 be 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 16th day of April 2024.

City of Ottumwa, Iowa

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

1140 N ELM

Bidder	Bid
Bella Vista Real Estate	\$1,326.00
Garcia	\$3,500.00
Jesse Leon	\$4,672.00
Blunt Investments	\$5,000.00
Castellanos	\$5,000.00
Manny Martinez	\$7,200.00
Rick Wilson	\$14,550.00
Sierra	\$16,000.00
Weston McKee	\$17,000.00
David Osorio	\$18,000.00

OTTUMWA COURIER

marketplace

centralized online classifieds

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN: Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, April 16th, 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 AUD SUB SWNE N1/2 AL 8 CM 185'N SECOR SW NE/N55/W588.72-ELM ST/S55/E-BG City of Ottumwa, Wapello County, Iowa, also known as 1140 N Elm 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

JEFFERSON COUNTY BOARD OF SUPERVISORS' PROCEEDINGS

MARCH 26, 2024
At 9:00 A.M., Chair Sandquist called the meeting of the Board of Supervisors to order. Board members present were: Dee Sandquist, Chairman; Susie Drish, Supervisor. Board member present by phone was: Lee Dimmitt, Vice-Chairman. Drish moved, Sandquist seconded that the public hearing regarding the proposed property tax levy be opened. All "Aye". Motion carried. Chair Sandquist called for public comments. Public comments received were as follows: Jerry Brownlee asked how this levy will affect taxes. Sandquist explained the proposed tax levy mailing and directed him to the Iowa Department of Management website listed on the back. Lynn Johnson questioned the City of Fairfield no longer paying 1/3 of the ambulance expenses. Jerry Brownlee asked how the private ambulance paid for the service. Sandquist stated that they were going to increase their fees by \$1.5 million. Steve Hickenbottom stated that taxpayers are struggling with inflation and can't pay their tax bills. Sandquist stated that the County is doing proactive things to save like buying belly dumps to save on paying contractors to haul rock and taking

rently had a curve to it that makes it hard to remove snow. Horn seconded. Ayes: Albertson, Horn, DeGeest, Hamilton, Neff. Horn made a motion to have the public hearing for the budget on April 16, 2024 at 7:00 p.m. DeGeest seconded. Roll call vote Ayes: Albertson, Horn, Hamilton, Neff, DeGeest. Nays: none. Absent: none. Council discussed the sewer rates increase. June of 2023 council had a discussion to raise the sewer rates. July of 2023, council passed Resolution #654 to amend the rate structure and passed Resolution #655 to set the public hearing date for August. The public hearings on Ordinance 2023-1 took place August, September and October of 2023. In Dec 2023 the new sewer rates were sent to Mahaska Rural Water. That's when it was discovered that the city's current ordinance for multiple dwellings had not been billed correctly. Council agreed to leave it as is. Horn made a motion to adjourn, seconded by Hamilton. Ayes: Horn, DeGeest, Neff, Hamilton. Meeting adjourned at 7:55 p.m. Sherri Baxter, Mayor Nancy Reed, City Clerk Published: April 11, 2024

Maharishi Vedic City Minutes of a City Council Meeting

Wednesday, March 27, 2024 2:30 PM City Hall
1750 Maharishi Center Avenue Present: Mayor Rogers Badgett, City Councilmembers Tim Fitz-Randolph, Leslie Goldstein, Chris Johnson, Kathy Petersen, Maureen Wynne. Absent: None Also Present: City Clerk Nichole Liveston Mayor Badgett Called the Meeting to Order.
1. Silence-Three minutes of silence was taken.
2. Public Comments-None were received.
3. Approve Proposed FY2025 Budget-Tim Fitz-Randolph moved, Maureen Wynne seconded, to approve the proposed FY2025 Budget; Ayes: Fitz-Randolph, Goldstein, Johnson, Petersen, Wynne; Nays: none; motion carried.
4. Consider Setting Public Hearing Date for Proposed Budget-Kathy Petersen moved, Maureen Wynne seconded, to set the public hearing date of April 24, 2024, 2:30pm for FY2025 budget; Ayes: Fitz-Randolph, Goldstein, Johnson,

Receipts

General Fund	986.00
Special Revenue Funds	1,942.09
Business Funds	7,905.31
Total Receipts	10,833.39
Claims	765.29
General Fund	1,942.09
Access Energy, City Hall Electric	36.82
Clear Live, telephone	38.50
Lynch Dallas, legal	840.61
Special Revenue Funds	10.05
Access Energy, street light	10.05
Total Special Revenue Funds	

OSA on 5/9/2024-5/13/2024; all applications pending final inspections. All ayes. Caviness moved, seconded by McAntire to approve agenda as presented. All ayes. City Admin. Rath provided overview of work session held 3/26/2024; discussed brds. and commissions followed by financial options the City may need to explore (LOST removal, Franchise Fees). He also provided refresher on Urban Renewal & Tax Increment Financing. Mayor Johnson inquired if any-

Hoffman that Res. No. 86-2024, auth. Mayor to execute Permanent Utility Easement Agt. for Construction and Maintenance of Public Improvements for S. Miller Street Recon. Project (Portafeld to Hand), be passed and adopted. All ayes. Caviness moved, seconded by McAntire that Res. No. 89-2024, Support of Proposed Terms to be included in Dev. Agt. between City of Ottumwa and CBC Financial Corp., be passed and adopted. Rath introduced David Tote, with CBC

BUB'S TREE CARE TREE TRIMMING \$4,425.00
SAMANTHA CAIN OPERATING SUPPLIES \$22.11
CALHOUN-BURNS & ASSOC INC/ENGINEERING SERVICES \$3,980.00
CANTERA AGGREGATES LLC STREET MAINT. SUPPLIES \$4,809.75
CAPITAL ONE OPERATING SUPPLIES \$933.92
CHAD CARLSON TRAINING \$12.00
CENTRAL IOWA FASTENERS SUPPLIES \$142.81
CHILD SUPPORT SERVICES

NOTICE OF PUBLIC HEARING - PROPOSED BUDGET
Fiscal Year July 1, 2024 - June 30, 2025

City of: **BLAKESBURG**

The City Council will conduct a public hearing on the proposed Budget at: (entered upon publish) Meeting Date: 4/23/2024 Meeting Time: 06:00 PM At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor. City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dmj.iowa.gov/local-budget-annuals>.

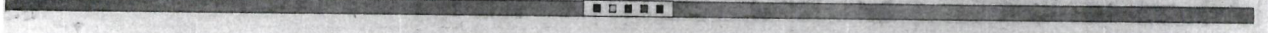
The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	12.01496
The estimated tax levy rate per \$1000 valuation on Agricultural land is	2.98978

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number (641) 938-2413 City Clerk/Finance Officer's NAME Jennifer Cope

	Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources			
Taxes Levied on Property	1 68,213	65,935	47,256
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes	3 68,213	65,935	47,256
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 0	0	0
Other City Taxes	6 46,583	46,869	44,579
Licenses & Permits	7 95	285	56
Use of Money and Property	8 66	56	493
Intergovernmental	9 51,763	55,189	65,478
Charges for Fees & Service	10 163,475	157,380	177,246
Special Assessments	11 0	0	0
Miscellaneous	12 5,500	7,180	17,750
Other Financing Sources	13 0	0	0
Transfers In	14 56,000	56,000	62,183
Total Revenues and Other Sources	15 391,695	388,894	415,041
Expenditures & Other Financing Uses			
Public Safety	16 19,365	22,213	16,196
Public Works	17 68,698	71,671	43,038
Health and Social Services	18 0	0	0
Culture and Recreation	19 44,349	42,859	37,414
Community and Economic Development	20 0	0	0
General Government	21 92,740	94,052	66,442
Debt Service	22 0	0	0
Capital Projects	23 0	0	0
Total Government Activities Expenditures	24 225,152	230,795	163,090
Business Type / Enterprises	25 113,025	120,353	122,584
Total ALL Expenditures	26 338,177	351,148	285,674
Transfers Out	27 56,000	56,000	62,183
Total ALL Expenditures/Transfers Out	28 394,177	407,148	347,857
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29 -2,482	-18,254	67,184
Beginning Fund Balance July 1	30 194,501	212,755	145,571
Ending Fund Balance June 30	31 192,019	194,501	212,755



Advertisement area with various classifieds and notices. Includes 'Puzzle Palace' and 'Baby Blues'.

Small text at the bottom of the page, possibly a footer or additional notice.

received
4-12-24 830A

revision
1411 4514

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 16, 2024

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Ordinance No. 3221-2024: An Ordinance to re-establish and continue the Downtown Ottumwa Self-Supported Municipal Improvement District pursuant to the Provisions of Chapter 386, Code of Iowa, and providing for the continuation of certain funds and the levy of annual taxes in connection therewith.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the second consideration of Ordinance No. 3221-2024.

DISCUSSION: Chapter 386 of the Code of Iowa provides for the development of districts in which tax is levied for improvements within that district. Such a district was established for the Downtown District effective July 1, 2019. That district is due to expire, and a timely petition has been filed which seeks to renew the district.

A petition has been prepared which reflects the signatures of more than

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

25% of all property owners within the proposed district as well as an assessed value equal to at least 25% of the property in the district. Staff has reviewed the petition and it appears to meet initial requirements, exceeding both thresholds.

At the December 4th, 2023 Regular Plan and Zoning Commission meeting, the Commission issued a report recommending that the SSMID be renewed for a further seven years. Further, public hearing notices were mailed to all property owners in the proposed boundaries of the SSMID district inviting them to participate in this public hearing. On February 20, 2024, a public hearing was held providing property owners an opportunity to speak on SSMID.

If approved, properties in the district would pay an additional property tax of \$1.00/thousand in Zone 1, \$2.00/thousand in Zone 2 and \$3.00/thousand in Zone 3. These funds are used for projects to benefit the district as determined by the SSMID committee. Previous projects include trash enclosures for district businesses, the electric maintenance cart for Main Street Ottumwa, dog waste bags near trashcans, ashtray replacement and support for the Business Builder Academy.

This ordinance is the culmination of the process which preceded it which includes the public hearing, the Plan and Zoning Commission hearing and the petition prepared by property owners in favor of the district. After three considerations, the Ordinance can be adopted and the SSMID district would be renewed.

ORDINANCE NO. 3221-2024

AN ORDINANCE TO RE-ESTABLISH AND CONTINUE THE DOWNTOWN OTTUMWA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT PURSUANT TO THE PROVISIONS OF CHAPTER 386, CODE OF IOWA, AND PROVIDING FOR THE CONTINUATION OF CERTAIN FUNDS AND THE LEVY OF ANNUAL TAXES IN CONNECTION THEREWITH

WHEREAS, the City of Ottumwa (the "City") in Wapello County, State of Iowa previously adopted Ordinance No. 3152-2019 establishing the Downtown Ottumwa Self-Supported Municipal Improvement District ("Original District"), pursuant to Iowa Code Chapter 386 (the "Act"), to create a self-supported municipal improvement district, as defined in the Act, in the City, to provide for the operation of such district, to provide for improvements or self-liquidating improvements, as defined in the Act, for such district, and to levy taxes as are authorized by the Act with respect to such district; and

WHEREAS, the Original District is set to expire on June 30, 2025; and

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

WHEREAS, the Petition was in compliance with the provision of the Act; and

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

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

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

WHEREAS, the City Planning and Zoning Commission was presented the Petition for review and approved the recommendation for the re-establishment and continuation of the District, filing its report with the Ottumwa City Council all in accordance with the Act; and

WHEREAS, the Council set February 20, 2024, at 5:30 p.m., at the at the Bridge View Center, 102 Church St., Ottumwa, Iowa, as the time and place for a meeting at which it proposed to hold a hearing and take action for the re-establishment and continuation of the District and did in accordance with the Act publish notice of such meeting as provided in Section 362.3 of the Code of Iowa, and the Clerk did mail written notice of such meeting to each owner of property within the District, which notice was mailed by certified mail to such property owners not less than fifteen days before such meeting; and

WHEREAS, at that time and place, the Council held a public hearing and received input and comments regarding the re-establishment and continuation of the Downtown Ottumwa Self-Supported Municipal Improvement District; and

WHEREAS, more than thirty days have passed since the holding of the public hearing referred to above, no petition has been filed with the City Clerk challenging the re-establishment of the District, and the Council may now proceed with the re-establishment and continuation of the District in accordance with the Act.

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

Section 1. There shall be and there is hereby re-established and continued in the City a self-supported municipal improvement district, as defined in the Act, the name of which shall continue to be the "Downtown Ottumwa Self-Supported Municipal Improvement District" (sometimes hereinafter referred to as the "District"), the purposes of which District are the undertaking of actions and the design and construction of any and all improvements as defined in the Act and the performance of administration, redevelopment and revitalization of the District, as authorized by the Act, any and all of which actions and are intended to benefit the property within the District.

Section 2. The property in the District shall be divided into three Zones, described as follows:

- (1) Zone 1: North side of 3rd Street from the west side of Market Street north to the south side of 4th Street, north side of 3rd Street from Market Street west to the west side of Washington Street and south to the river, south side of 4th Street west to the east side of Marion Street, south to the river and all properties in between and including 302 W. Main Street west of Marion Street.
- (2) Zone 2: North side of Canteen Alley north along the west side of Jefferson Street to the south side of 3rd Street, north side of Canteen Alley from Jefferson Street west to the west side of Court Street, south to the river, south side of 3rd Street from Jefferson Street west to the east side of Washington Street, south to the river and all properties in between.

- (3) Zone 3: The west side of Jefferson Street from the south side of Canteen Alley south to the river, south side of Canteen Alley from Jefferson Street west to the east side of Court Street, south to the river and all properties in between.

Section 3. A general description of the property within the District is: all property from the intersection of N. Marion Street and W. 4th Street, east to N. Market Street, south to E. 3rd Street, east to N. Jefferson Street, south to the river, west to the south of Marion Street, north to W. 4th Street, including 1 property at 302 W. Main Street west of Marion Street, and, more particularly, property with the following Wapello County Real Estate Identification numbers, as of September 1, 2023:

Parcels subject to taxation:

Zone 1:

	007413000011000	007413760177000	007413760201000
007411240065000	007413000012020	007413760178000	007413760202000
007411240066000	007413000013000	007413760179000	007413760203000
007411240067000	007413700003000	007413760180000	007413760234000
007411240068000	007413760103000	007413760181000	007413760235000
007411240198000	007413760104000	007413760182000	007413760236000
007413000003000	007413760105000	007413760183000	007413760238000
007413000004000	007413760106000	007413760184000	007414350072000
007413000005000	007413760107000	007413760193000	007414350084000
007413000006000	007413760108000	007413760194000	007414350094000
007413000007000	007413760109000	007413760198000	007414350095000
007413000008000	007413760110000	007413760199000	007414350117000
007413000009000	007413760111000	007413760200000	
007413000010000			

Zone 2:

	007410650007000	007411240122000	007411240195010
007410370001000	007410650008000	007411240123000	007411240196000
007410370002000	007410650009000	007411240124000	007411240202000
007410370002010	007411240063000	007411240125000	007411240203000
007410650001000	007411240064000	007411240126000	007411240204000
007410650002000	007411240089000	007411240127000	007411240205000
007410650003000	007411240116000	007411240128000	007411240206000
007410650004000	007411240117000	007411240129000	007411240207000
007410650005000	007411240118000	007411240194000	007411240208000
007410650006000	007411240119000	007411240195000	007411240209000
007411240210000	007411240269000	007413760112000	007413760187000
007411240215000	007411240270000	007413760113000	007413760188000

007411240216000	007411240271000	007413760114000	007413760189000
007411240217000	007411240335000	007413760115000	007413760190000
007411240248000	007411240337000	007413760116000	007413760191000
007411240249000	007411240341000	007413760117000	007413760192000
007411240250000	007411240344000	007413760118000	007413760229000
007411240251000	007413000012010	007413760124000	007413760230000
007411240252000	007413000012020	007413760125000	007413760235000
007411240267000	007413140001000	007413760126000	007414350072000
007411240267010	007413140006000	007413760127000	
007411240268000	007413210009000	007413760185000	
007411240268010	007413210010000	007413760186000	

Zone 3:

	007410570021000	007411080006000	007411240169000
007410570007000	007410570022000	007411080007000	007411240170000
007410170001000	007410570023000	007411080008000	007411240237000
007410170001010	007411060002000	007411080009000	007411240238000
007410570008000	007411060003000	007411240120000	007411240239000
007410570009000	007411060004000	007411240121000	007411240240000
007410570010000	007411060005000	007411240130000	007411240241000
007410570011000	007411070001000	007411240131000	007411240242000
007410570012000	007411070002000	007411240132000	007411240243000
007410570013000	007411070003000	007411240133000	007411240244000
007410570014000	007411070004000	007411240134000	007411240245000
007410570015000	007411070005000	007411240135000	007411240246000
007410570016010	007411070006000	007411240136000	007411240247000
007410570017000	007411070007000	007411240165000	007411240253000
007410570018000	007411070008000	007411240166000	007411240254000
007410570019000	007411070009000	007411240167000	007411240255000
007410570020000	007411080001000	007411240168000	007411240256000
007411240257000	007411240273000	007411240285000	007411240296000
007411240258000	007411240275000	007411240286000	007411240297000
007411240259000	007411240276000	007411240287000	007411240298000
007411240260000	007411240277000	007411240288000	007411240299000
007411240261000	007411240278000	007411240289000	007411240300000
007411240262000	007411240279000	007411240290000	007411240340000
007411240263000	007411240280000	007411240291000	007413000012020
007411240264000	007411240281000	007411240292000	007414350072000
007411240265000	007411240282000	007411240293000	007414360016000
007411240266000	007411240283000	007411240294000	007414360017000
007411240272000	007411240284000	007411240295000	

Section 4. It is hereby found and determined that the owners of all of the property within the District have a present and potential benefit from the condition, development and

maintenance of the District and that all of the property within the District is related by virtue of its location within an area of the City zoned for commercial use. It is also found and determined that the re-establishment and continuation of the District and the undertaking of the services, improvements and activities described in this Ordinance are considered essential to efforts to create new jobs and income in the City of Ottumwa and to retain jobs and income in the City that would otherwise be lost.

Section 5. Pursuant to the provisions of the Act, there is hereby re-established and continued a self-supported improvement district operation fund, to be known as the "Downtown Ottumwa Self-Supported Municipal Improvement District Operation Fund" for which Operation Fund the City may levy an annual tax (the "Operation Fund Tax") upon the property in the District, as defined in the Act (excluding property assessed as residential property for property tax purposes but not excluding residential properties within a duly designated historic district or property classified as residential property under section 441.21, subsection 14, paragraph "a", subparagraph (6)) (the "Property") for the purposes of: (a) paying the administrative expenses of the District, as defined and authorized in the Act, or (b) paying part or all of the maintenance expenses of "improvements" or "self-liquidating improvements" as defined in the Act, with respect to the District, for a period of 7 years, commencing with the levy of taxes for collection in the fiscal year beginning July 1, 2024, and continuing for 6 additional fiscal years. The Operation Tax shall be levied annually upon the Property at the following rates:

Zone 1: a rate not to exceed \$1.00 dollar per thousand dollars of taxable value of the Property;

Zone 2: a rate not to exceed \$2.00 dollars per thousand dollars of taxable value of the Property;

Zone 3: a rate not to exceed \$3.00 dollars per thousand dollars of taxable value of the Property.

Section 6. All amounts collected in the Operation Fund shall be disbursed to Main Street Ottumwa annually, not before July 1 and no later than November 1, for one or more of the following purposes, at such times, in such amounts and under such conditions as shall be recommended to the City Council by a special SSMID Committee composed of representatives of Main Street Ottumwa and the owners of property within the District. The City Council will review the recommendations and determine how the proceeds will be spent pursuant to the following purposes.

a. Enhanced maintenance and cleaning of public spaces within the District, including but not limited to:

- Maintenance of trees and seasonal plantings
- Sidewalk sweeping and power wash cleaning
- Cleaning public alleys and public spaces
- Graffiti removal
- Street and curb cleaning

b. Development and management of activities in support of marketing, business

retention and attraction, including but not limited to:

- Administrative fees of Main Street Ottumwa Staff
- Conduct market analyses, business retention surveys and image surveys
- Establish databases
- Business counseling
- Space referrals and assistance
- Business-to-business communications program
- District marketing materials
- Miscellaneous business support services
- Marketing activities, including media and advertising campaigns and communication pieces (calendar of events, newsletters, shopping directories, maps, holiday brochures)
- Establishment and promotion of special events, festivals, and holiday activities in public spaces

c. Capital, physical or other improvements designed to enhance the image and appearance of the Proposed District, including but not limited to:

- Streetscape and lighting improvements
- Seasonal and holiday decorations
- Signage and banners
- Installation of seasonal plant materials and trees
- Such other improvements as may be petitioned for by the owners of property within the Proposed District under the Act

Section 7. As further condition to disbursement of funds from the Operations Fund, the SSMID Committee shall submit to the Ottumwa City Council, no later than November 1 of each year, a budget showing, in general terms, proposed expenditures of such funds consistent with the above purposes for the fiscal year beginning on the next July 1.

Section 8. All taxes levied and collected on behalf of the District shall be expended for new, additional or enhanced services within the District, and the City shall not diminish the type and extent of governmental services described in this Ordinance with the intention of transferring the cost of providing such services from the City budget to the Operation Fund.

Section 9. Notwithstanding the fact that the District is located within the boundaries of Tax Increment Finance Districts which have been created by the City, an amount of funds which would be derived from the annual levy of the Operation Tax against Property within the District if the District were not located within such Tax Increment Finance Districts shall be made available annually for the services, improvements and activities set out in this Ordinance, and that the City shall take all actions necessary to accomplish this purpose, including, if necessary, allocation to these services, improvements and activities of a portion of the incremental property taxes which are attributable to properties within the District, but only to the extent permitted by applicable law and subject to the terms of an agreement between the City and Main Street Ottumwa related

thereto.

Section 10. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance are hereby repealed.

Section 11. If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall have no effect on the validity of the Ordinance as a whole or any section, provision, or part of this Ordinance not adjudged invalid or unconstitutional.

Section 12. This Ordinance shall be in effect after its final passage and publication as provided by the laws of the State of Iowa.

Section 13. The City Clerk shall cause a copy of this Ordinance to be filed in the office of the County Recorder of Wapello County.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: April 2, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Ottumwa, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Ottumwa Courier on _____, 2024.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

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received
4.10.24 1pm

Item No. I.-1.

avis

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 16, 2024

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION REQUESTING A SPECIAL ELECTION ON THE IMPOSITION OF A NEW LOCAL OPTION SALES AND SERVICES TAX IN THE AMOUNT OF ONE PERCENT AND SPECIFYING THE PURPOSES TO WHICH THE REVENUES SHALL BE APPLIED.

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

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

RECOMMENDATION: Pass and adopt Resolution No. 81-2024. To approve the resolution setting the date for a special election on September 3, 2024 with proposed ballot language.

DISCUSSION: The Local Option Sales and Service Tax (LOSST) is set to expire on December 31, 2025. To extend the LOSST a referendum will need to held. Staff would like to provide ample time to insure passage of the measure and is recommending a special election on September 3, 2024. Ballot language must be submitted to the County Auditor no less than ninety (90) days prior to the election date. Council will need to pass a resolution setting the ballot language in April to adequately meet the deadline.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

During the Special City Council Meeting of March 26, 2024 the Council directed staff to prepare a resolution setting the date of the special election for September 3, 2024. The distribution of the tax would be 20% to property tax relief and 80% to streets and/or sewer repairs. The language does not change the amount of the sales tax as it is capped at the current 1%. Distribution of funds are currently set at 90/10 between street and sewer repairs and property tax relief. The reason for the change to 80/20 is to provide additional funds to the General Fund due to current and future revenue loss as a result of House File 718.

By FY 28, the Consolidated General Fund Levy (CGFL) must be reduced from its current rate of \$8.51942/1000 to \$8.10/1000. Over the last five years Ottumwa's Taxable valuations have seen steady growth of 2.5%, however, tax year 2021 and 2023 showed increases of over 8% with tax year 2022 having a reduction of 5.61%. Assuming a valuation growth of 1.75% and the CGFL remaining at \$8.51942, General Fund Property Tax Revenues for FY 27 are estimated to be \$6,132,156. With the CGFL reduced to \$8.10 property tax is estimated to be \$5,932,293. With all else remaining constant, revenue would not return to FY 27 levels until FY 30.

No estimates on expenditure growth were done at this time. However, if a growth rate of 2.9% is assumed, based on current CPI, expenditures growth will out pace revenue growth. An increase in the LOSST percentage to the General Fund is recommended.

PROPOSED LANGUAGE AS DISCUSSED:

"Summary: To authorize imposition of a local sales and services tax in the City of Ottumwa, Iowa, at the rate of one per cent (1%) to be effective on January 1, 2025 until December 31, 2035.

A local sales and services tax shall be imposed in the City of Ottumwa, Iowa at the rate of one per cent (1%) to be effective on January 1, 2025, until December 31, 2035.

Revenues from the sales and services tax shall be allocated as follows:

PROPOSED USES OF THE TAX:

20% for property tax relief.

80% for street improvements and/or sewer improvements."

RESOLUTION NO. 81-2024

RESOLUTION REQUESTING A SPECIAL ELECTION ON THE IMPOSITION OF A NEW LOCAL OPTION SALES AND SERVICES TAX IN THE AMOUNT OF ONE PERCENT AND SPECIFYING THE PURPOSES TO WHICH THE REVENUES SHALL BE APPLIED.

WHEREAS, Chapter 423B, Code of Iowa, 2011 , authorizes the imposition of a local option sales and services tax within a city or unincorporated area of a county, upon approval of a majority of the electors; and

WHEREAS, there is currently a local option sales and services tax within the City of Ottumwa through December 31, 2025, with the proceeds currently being used toward property tax relief and streets and/or sewer improvements. That the City Council proposes that a new local option sales and services tax begin January 1, 2025 through December 31, 2035, with the purpose of the funds as set out on the attached Exhibit A; and

WHEREAS this City Council now wishes to request that said election be held and has determined the particulars of the proposed proposition to be as set forth below.

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

Section 1. That the County Commissioner of Elections for Wapello County, Iowa is hereby requested to call a special election for the purpose of extending the scheduled repeal date of the existing local option sales and services tax pursuant to Chapter 423B, Code of Iowa, 2011, and to change the use of the revenue collected within the City of Ottumwa, Iowa.

Section 2. That the following proposition, attached hereto as Exhibit A, be submitted to the voters of the City of Ottumwa, Iowa at a special election on September 3, 2024.

Section 3. That the City Clerk is hereby directed to file a certified copy of this resolution with the County Commissioner of Elections of Wapello County and with the Wapello County Board of Supervisors.

PASSED, APPROVED, AND ADOPTED this 16th day of April, 2024.

CITY OF OTTUMWA, IOWA

Richard Johnson, Mayor

ATTEST:

Christina Reinhard, CMC, City Clerk

EXHIBIT A

SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?

YES

NO

Summary: To authorize imposition of a local sales and services tax in the City of Ottumwa, Iowa, at the rate of one per cent (1%) to be effective on January 1, 2025 until December 31, 2035.

A local sales and services tax shall be imposed in the City of Ottumwa, Iowa at the rate of one per cent (1%) to be effective on January 1, 2025, until December 31, 2035.

Revenues from the sales and services tax shall be allocated as

follows: PROPOSED USES OF THE TAX:

20% for property tax relief.

80% for street improvements and/or sewer improvements.

received
4-10-24 115p

APR 16 2024

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 16, 2024

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: A RESOLUTION SETTING A PUBLIC HEARING ON AMENDMENT TO FISCAL YEAR 2024 BUDGET FOR THE CITY OF OTTUMWA, IOWA

Public hearing required if this box is checked.

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

RECOMMENDATION: Recommend passage of resolution setting time and place for public hearing.

DISCUSSION: During the budgeting process, staff re-estimates revenues and expenditures for the current fiscal year based on year to date information. Doing so, allows a better estimate on ending/beginning balances for the next fiscal year and helps to make new estimates more accurate. To finish the process, the re-estimates are codified in a budget amendment.

The amendment for Fiscal Year 2024 is ready for approval. Prior to approval a public hearing must be held. Staff recommends May 7, 2024 at 5:30 PM.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 83-2024

A RESOLUTION SETTING A PUBLIC HEARING ON AMENDMENT TO FISCAL YEAR
2024 BUDGET FOR THE CITY OF OTTUMWA, IOWA

WHEREAS, the City of Ottumwa, Iowa adopted the Fiscal Year 2024 Annual Budget; and,

WHEREAS, it is necessary to amend said budget to reflect changes in revenues and expenditure estimates; and

WHEREAS, prior to approval of said amendment a public hearing must be held to receive comments and questions from the citizenry.

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

The public hearing for the proposed Amendment to the Fiscal Year 2024 Annual Budget is hereby set for Tuesday, May 7, 2024, at 5:30pm.

APPROVED, PASSED, AND ADOPTED, this 16th day of April 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of OTTUMWA
Fiscal Year July 1, 2023 - June 30, 2024

The City of OTTUMWA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 5/7/2024 05:30 PM

Contact: Cole S. O'Donnell, Finance Director

Phone: (641) 683-6022

Meeting Location: Bridge View Center
102 Church St
Ottumwa, IA

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	13,459,893	850,975	14,310,868
Less: Uncollected Delinquent Taxes - Levy Year	2	10,000	0	10,000
Net Current Property Tax	3	13,449,893	850,975	14,300,868
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,696,478	75,000	1,771,478
Other City Taxes	6	5,558,764	1,430,030	6,988,794
Licenses & Permits	7	316,500	38,060	354,560
Use of Money & Property	8	105,500	1,582,174	1,687,674
Intergovernmental	9	3,858,622	727,058	4,585,680
Charges for Service	10	16,028,603	-2,988,153	13,040,450
Special Assessments	11	0	54,000	54,000
Miscellaneous	12	238,654	4,376,474	4,615,128
Other Financing Sources	13	0	56,000	56,000
Transfers In	14	16,228,399	3,342,549	19,570,948
Total Revenues & Other Sources	15	57,481,413	9,544,167	67,025,580
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	10,124,587	254,048	10,378,635
Public Works	17	9,284,432	1,009,632	10,294,064
Health and Social Services	18	713,593	203,522	917,115
Culture and Recreation	19	2,879,174	575,914	3,455,088
Community and Economic Development	20	1,333,121	255,948	1,589,069
General Government	21	2,236,297	-194,437	2,041,860
Debt Service	22	7,649,703	-826,278	6,823,425
Capital Projects	23	5,318,065	2,128,041	7,446,106
Total Government Activities Expenditures	24	39,538,972	3,406,390	42,945,362
Business Type/Enterprise	25	6,854,251	2,833,824	9,688,075
Total Gov Activities & Business Expenditures	26	46,393,223	6,240,214	52,633,437
Transfers Out	27	16,228,399	3,342,549	19,570,948
Total Expenditures/Transfers Out	28	62,621,622	9,582,763	72,204,385
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-5,140,209	-38,596	-5,178,805
Beginning Fund Balance July 1, 2023	30	34,945,005	-4,777,634	30,167,371
Ending Fund Balance June 30, 2024	31	29,804,796	-4,816,230	24,988,566

Explanation of Changes: Revenue: Unexpected receipts. Expenditures: Additional project expenses.

received
4.10.24 949 AM

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 16, 2024

Airport
Department

Jay Wheaton
Prepared By
Jay Wheaton
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution # 92-2024 Authorizing the Mayor to sign a contract agreement with Kirkham Michael and Associates Inc.

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

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

RECOMMENDATION: Pass and adopt Resolution # 92-2024

DISCUSSION: This contract agreement with Kirkham Michael and Associates Inc. is for the survey and design work for the Apron Rehabilitation project at the Ottumwa Regional Airport. The FAA requires a Independent Fee Estimate (IFE) to be completed prior to the start of the project. That has been completed by Hadel IFEs LLC out of Overland Park Kansas and is also attached. The IFE estimate was \$184,700.00. Kirkham Michael fee is \$172,949.69. Which is \$11,750.31 or -7% less than the estimate. FAA allows a 10% difference. This is acceptable to the FAA.

Source of Funds: 90% FAA 10% Airport Fund

Budgeted Item: Budget Amendment Needed: No

RESOLUTION # 92-2024

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH KIRKHAM MICHAEL AND ASSOCIATES INC. FOR SURVEY AND DESIGN OF THE UPCOMING APRON AND TAXIWAY REHABILITATION PROJECT AT THE OTTUMWA REGIONAL AIRPORT.

WHEREAS, The City Council of the City of Ottumwa, Iowa allows the Mayor to sign the contract between Kirkham Michael and Associates Inc. and the City of Ottumwa; and

WHEREAS, This contract allows survey and design work to begin for the upcoming apron and taxiway rehabilitation project at the Ottumwa Regional Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is hereby authorized to sign the contract with Kirkham Michael and Associates Inc., regarding the Apron and Taxiway Rehabilitation Project at the Ottumwa Regional Airport

APPROVED, PASSED AND ADOPTED this 16th day of April 2024.

CITY OF OTTUMWA, IOWA

ATTEST:

Richard W. Johnson, Mayor

Christina Reinhard, City Clerk

Ottumwa Regional Airport Apron Design AIP Project

4/3/2024

Summary for Consultant Services

<u>KM</u>		<u>IFE</u>	<u>Difference</u>	<u>Above/Below IFE</u>	<u>Percentage</u>
General		\$ 5,200.00	\$ (5,200.00)	Above	#DIV/0!
Preliminary		\$ 6,800.00	\$ 5,884.79	Above	46%
\$ 12,684.79					
Design Phase		\$ 129,500.00	\$ 20,529.48	Above	14%
\$ 150,029.48					
Bid		\$ 12,100.00	\$ (1,864.58)	Below	-18%
\$ 10,235.42					
Speical Services		\$ 22,500.00	\$ (22,500.00)		
\$ -	GEO Tech				
	*Survey	\$ 8,600.00			
\$ 172,949.69		\$ 184,700.00	\$ (11,750.31)	Below	-7%
<u>Breakdownn</u>		<u>FAA</u>	<u>Local</u>		
\$ 172,949.69		\$ 155,654.72	\$ 17,294.97		

*survey is included in the Design Phase for the Consultant

HADEL IFEs, LLC

March 8, 2024
Mr. J. D. Wheaton
Director of Airport Operations
Ottumwa Regional Airport
City of Ottumwa
105 East Third Street
Ottumwa, Iowa 52501

Re: Independent Fee Estimate (IFE)
For an Apron Rehabilitation at the Ottumwa Regional Airport (OTM)

Dear Mr. Wheaton:

At your request, we have performed an Independent Fee Estimate (IFE) for the Apron Rehabilitation Project at the Ottumwa Regional Airport. Our review was based on the Scope of Services document prepared by Kirkham, Michael & Associates, Inc., Engineer of Record (EOR).

Based on the project information received, Hadel IFEs, LLC understands the following primary project services to be performed as follows:

PROPOSED SCOPE OF SERVICES

A. BASIC SERVICES

- Task 1: General
- Task 2: Preliminary Phase
- Task 3: Design Phase
- Task 4: Bidding Phase

B. SPECIAL SERVICES

- Task 5: Geotechnical Investigation
- Task 6: Topographic Survey

Utilizing the Scope of Services provided, Hadel IFEs, LLC's Independent Fee Estimate is \$184,700.

Table A provides a summary of the estimate for the Apron Rehabilitation Project. Additionally, attached for your review is a copy of the detailed fee analysis.

Mr. J. D. Wheaton
 Ottumwa Regional Airport (OTM)
 March 8, 2024
 Page 2

Table A: Summary of Estimated Costs

Task	Hours	Labor Cost	Expenses	Subconsultant Cost	Total
			Office		
<i>A. Basic Services</i>					
Task 1: General	24.50	\$4,909.78	\$290.22	\$0.00	\$5,200.00
Task 2: Preliminary Phase	49.50	\$6,657.06	\$142.94	\$0.00	\$6,800.00
Task 3: Design Phase	941.00	\$127,369.69	\$2,130.31	\$0.00	\$129,500.00
Task 4: Bidding Phase	74.50	\$10,325.56	\$1,774.44	\$0.00	\$12,100.00
Subtotals	1,089.50	\$149,262.09	\$4,337.91	\$0.00	\$153,600.00
<i>B. Special Services</i>					
Task 5: Geotechnical Investigation	0.00	\$0.00	\$0.00	\$22,500.00	\$22,500.00
Task 6: Topographic Survey	0.00	\$0.00	\$0.00	\$8,600.00	\$8,600.00
Subtotals	0.00	\$0.00	\$0.00	\$31,100.00	\$31,100.00
TOTALS	1,089.50	\$149,262.09	\$4,337.91	\$31,100.00	\$184,700.00

I trust this information is sufficient for your purposes. If you should have any additional questions or comments regarding this information, please contact me at 816-805-1941.

Sincerely,



David G. Hadel, PE
 Manager

Enclosure:

- OTM IFE Summary of Values...pdf
- OTM IFE Exhibit 1...pdf
- OTM IFE Exhibit 2...pdf
- OTM IFE Worksheet...pdf

cc: Project File

HADEL IFEs, LLC

INVOICE

Date:	Invoice No.:
March 24, 2024	1

Customer Information: Mr. J.D. Wheaton Director of Operations Ottumwa Regional Airport (OTM) City of Ottumwa 105 East Third Street Ottumwa, Iowa 52501

Project Location: Ottumwa Regional Airport (OTM) 105 East Third Street Ottumwa, Iowa 52501	
Project No.:	1005

Description	Quantity	Price Each	Amount
Independent Fee Estimate (IFE) for an Apron Rehabilitation at the Ottumwa Regional Airport (OTM).	1	\$2,950.00	\$2,950.00
Total			\$2,950.00
Balance Due			\$2,950.00

Thank you for allowing HADEL IFEs, LLC to serve your Independent Fee Estimate needs.
Sincerely,

David G. Hadel, PE
Manager

Please remit payment to: HADEL IFEs, LLC 9800 West 145 th Street Overland Park, Kansas 66221 <i>Attention: David G. Hadel</i>

cc: Project File

received
4.12.24 945A

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 16, 2024

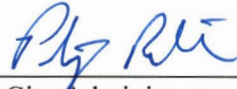
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Resolution 93-2024 a Resolution Confirming \$74,245.50 as the Termination Payment to Greg Wilson d/b/a Integrity Golf LLC for the Operation of Cedar Creek Golf Course and Authorizing City Staff to Release Payment

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 93-2024

DISCUSSION:

As of 12/31/2023 Greg Wilson of Integrity Golf had resigned as the operator for Cedar Creek Golf Course. As part of his agreement to operate the course, Wilson is entitled to a "termination payment" for consideration of capital improvements he made to the facility during his operational time. Wilson provided a list of the improvements with original costs. These were reviewed and adjusted for estimated salvage value and depreciation. Wilson has agreed that the remaining value of the improvements to be \$74,245.50. This amount would be owed per the contract and is to be paid for from advanced funds to the golf course fund. These funds would be repaid from revenue coming into the Fund.

Source of Funds: Future Earnings (Reimbursed)

Budgeted Item:

Budget Amendment Needed: Yes

RESOLUTION NO. 93-2024

**RESOLUTION CONFIRMING \$74,245.50 AS THE TERMINATION PAYMENT TO
GREG WILSON D/B/A INTEGRITY GOLF GROUP, LLC
FOR THE OPERATION OF CEDAR CREEK GOLF COURSE AND
AUTHORIZING CITY STAFF TO RELEASE PAYMENT**

WHEREAS, Greg Wilson d/b/a Integrity Golf Group, LLC was under an operating agreement with the City of Ottumwa to maintain operations of the Cedar Creek Golf Course; and

WHEREAS, this agreement included provisions to complete capital projects on the facility, which would become the property of the City upon termination of the agreement; and

WHEREAS, Integrity Golf Group, LLC is entitled to a termination / expiration payment as identified in the agreement; and

WHEREAS, staff worked with Integrity Golf Group, LLC to identify and agree upon a final termination payment of \$74,245.50.

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

That the City Council of the City of Ottumwa affirm the negotiated termination payment of \$74,245.50. That the City of Ottumwa issue the termination payment as identified.

That the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 16th day of April, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

Year:	Cap Improvements from 2008-2023	\$\$ cost:	Value % IGG	Salvage Value	Est. Useful Life	Age	Remaining Life	Depreciated Value
2009	Men's locker room remodel (wall removal, new wall built)	\$ 6,400.00	80	\$ 5,120.00	39	14	25	\$ 3,282.05
2009	Enlarge Office inc. labor (\$1,000.)	\$ 3,200.00	80	\$ 2,560.00	39	14	25	\$ 1,641.03
2010	Install a pump to fill irr pond from creek	\$ 1,500.00	30	\$ 450.00	7.5	13	-5.5	\$ -
2011	new tile drainage and trenching installed (holes 1-18 FEMA flood)	\$ 119,344.00	70	\$ 83,540.80	30	12	18	\$ 50,124.48
2011	new tile drainage and trenching installed holes 1-18 FEMA flood (labor)	\$ 7,852.20	70	\$ 5,496.54	30	12	18	\$ 3,297.92
2014	Menards: RR additions & 4 windows)	\$ 1,205.74	80	\$ 964.59	39	9	30	\$ 741.99
2014	Restroom addition labor	\$ 4,300.00	80	\$ 3,440.00	39	9	30	\$ 2,646.15
2014	Menards: restroom additions	\$ 19.36	0	\$ -	0	0	0	\$ -
2014	Labor to install siding	\$ 3,844.00	50	\$ 1,922.00	27.5	9	18.5	\$ 1,292.98
2014	Labor to install new soffits, fascia, etc.	\$ 1,400.00	50	\$ 700.00	27.5	9	18.5	\$ 470.91
2014	new women's tee box #16	\$ 282.17	50	\$ 141.09	20	9	11	\$ 77.60
2014	new women's tee box #16	\$ 1,874.35	50	\$ 937.18	16	9	7	\$ 410.01
2014	new women's tee box #16 (labor)	\$ 1,600.00	50	\$ 800.00	16	9	7	\$ 350.00
2014	Labor to install 4 new windows	\$ 423.26	60	\$ 253.96	27.5	9	18.5	\$ 170.84
2014	new women's tee box #17	\$ 282.17	50	\$ 141.09	16	9	7	\$ 61.72
2014	new women's tee box #17	\$ 1,874.35	50	\$ 937.18	16	9	7	\$ 410.01
2014	new women's tee box #17 (labor)	\$ 1,400.00	50	\$ 700.00	16	9	7	\$ 306.25
2014	T. Godwin: install new siding & new roof (FEMA storm damage)	\$ 7,500.00	50	\$ 3,750.00	27.5	9	18.5	\$ 2,522.73
2015	golf shop displays, slatwall ,etc.	\$ 700.00	0	\$ -	0	0	0	\$ -
2015	Power tree stump removal (34 stumps)	\$ 2,325.00	0	\$ -	0	0	0	\$ -
2015	Winn Corp dirt for new tee #7	\$ 593.71	50	\$ 296.86	16	8	8	\$ 148.43
2015	Winn Corp #7 tee (labor)	\$ 1,750.00	50	\$ 875.00	16	8	8	\$ 437.50
2015	Winn Corp new tee dirt #3	\$ 275.26	50	\$ 137.63	16	8	8	\$ 68.82
2016	27 Jorgenson metal lockers @ \$289.00 ea.	\$ 7,803.00	90	\$ 7,022.70	30	7	23	\$ 5,384.07
2015	Winn Corp new tee dirt #3 (labor)	\$ 1,600.00	50	\$ 800.00	16	8	8	\$ 400.00
2017	Ridgway Elect. (retrofit LED lights)	\$ 187.44	0	\$ -	0	0	0	\$ -
2019	Maher Plbg (install plumbing in pump station)	\$ 1,335.00	0	\$ -	0	0	0	\$ -
2020	Liebold Co. (pump station)	\$ 467.50	0	\$ -	0	0	0	\$ -
2021	19 new Tee Box signs	\$ 2,850.00	65	\$ 1,852.50	8.5	2	6.5	\$ 1,416.62
2021	Bub's Tree Service (remove 4 dead trees)	\$ 2,300.00	0	\$ -	0	0	0	\$ -
2021	(4) new water barrels	\$ 120.87	0	\$ -	0	0	0	\$ -
2021	Liebold Irrig. Co. (pump station valves labor)	\$ 625.00	0	\$ -	0	0	0	\$ -
2021	Liebold Irrig. Co. (pump station valves)	\$ 6,212.73	0	\$ -	0	0	0	\$ -
2022	275 feet of white vinyl fencing on North parking lot	\$ 2,681.64	90	\$ 2,413.48	16	1	15	\$ 2,262.63
2022	labor for white fencing	\$ 1,150.00	90	\$ 1,035.00	16	1	15	\$ 970.31
2022	North parking lot curbs	\$ 962.81	90	\$ 866.53	20	1	19	\$ 823.20

Year:	Cap Improvements from 2008-2023	\$\$ cost:	Value %- IGG					Value %- CITY	
2022	North parking lot curbs (labor)	\$ 650.00	90	\$ 585.00		20	1	19	\$ 555.75
2022	Liebold irrig. (pump station)	\$ 540.00	0	\$ -		0	0	0	\$ -
2022	start up and installation cost of one rental Irrig. Panel	\$ 2,140.00	0	\$ -		0	0	0	\$ -
2022	7 week rental of irrig panel @ \$1,500.00 per week	\$ 11,235.00	100	\$ 11,235.00		0	0	0	\$ -
2023	(3) elevated target Greens on Driving Range	\$ 4,500.00	50	\$ 2,250.00		16	0	16	\$ 2,250.00
2023	target greens (labor)	\$ 600.00	50	\$ 300.00		16	0	16	\$ 300.00
2023	5 Jorgenson metal lockers @ \$246.67 ea.	\$ 1,233.50	100	\$ 1,233.50		30	0	30	\$ 1,233.50

TOTAL		\$ 219,140.06		\$ 142,757.60					\$ 84,057.52
(City) Disputed Items per the Agreement									\$ 9,812.02

\$ 74,245.50

received
4-11-24 8AM

PAID

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 16, 2024

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 94-2024, APPROVING PURCHASE OF SOFTWARE AND CONTRACT WITH CIVIC SYSTEMS, LLC

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution No. 94-2024
Approve resolution approving contract with Civic Systems, LLC for a financial software system.

DISCUSSION: See attached.

A request for proposals was issued by staff for a financial software system. Four proposals were received. Of the four, two were determined to not meet all requirements or inability to work with other city software (see attached). The remaining proposals were evaluated by staff through extensive demonstrations and reference checks. It was determined that Civic Systems, LLC best met the needs of the City for function, ease of use, and upfront/annual cost.

The system integrates with Microsoft Excel that will increase efficiency and data analysis. Additionally, through the use of an on line portal, department head/managers will be able to code and submit invoices, create and approve purchase orders, enter annual budget information, and see real time account balances. These features will provide the departments to better manage their budgets and expenses.

Staff requested some changes to the software modules included. Revised costs are as follows:

Connect License Fees (10 Concurrent)	\$54,300
Setup/Conversion and Project Management Estimate	\$28,200
Training	\$14,400
1st Year Annual Support (Software For Life)	\$13,375
Total	\$110,275
Travel Cost Estimate	\$ 4,227

The annual support is \$13,375 and includes software updates for life. There will not be a need to upgrade to a new system in the future as new versions are included in the support.

The cost of the initial investment, less the training, will be paid from the 2024 General Obligation Bond. The contract requires half of the investment to be paid up front. These funds will be paid from the General Fund in FY 24 and reimbursed once bond proceeds are received.

RESOLUTION NO. 94-2024

A RESOLUTION APPROVING PURCHASE OF SOFTWARE AND CONTRACT WITH
CIVIC SYSTEMS, LLC

WHEREAS, the City of Ottumwa, Iowa requested proposals for financial software; and,

WHEREAS, four proposals were received and evaluated for function, ease of use, and affordability; and

WHEREAS, after said evaluation it was determined that the financial software system with Civic Systems, LLC best met the needs of the City of Ottumwa, Iowa.

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

A contract with Civic Systems, LLC for the purchase and annual support of a financial software system be approved and authorize the Mayor to sign said contract.

APPROVED, PASSED, AND ADOPTED, this 16th day of April 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

Computer Software and Services Contract

City of Ottumwa

Prepared by Civic Systems, LLC



civicsystems

strong software, strong community

A SUBSIDIARY OF BAKER TILLY US, LLP

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398
Phone: 888.241.1517
Fax: 608.249.1050
mlaesch@civicsystems.com
www.civicsystems.com

April 9, 2024

Contract Agreement

This "Contract Agreement" is made this _____ day of _____ 2024 ("Effective Date") by and between the **City of Ottumwa**, 105 E. Third Street, Ottumwa, IA 52501 and **Civic Systems, LLC**, 4807 Innovate Ln, Madison, Wisconsin 53707-7398.

1. Definitions

For purposes of this Contract Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" - Will denote the City of Ottumwa, IA.
- B. "Civic" - Will denote Civic Systems, LLC.
- C. "Services" - Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" - Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" - Will denote any goods or services produced by a third-party entity other than Civic.
- F. "Accident" - Will denote an unexpected happening at the Client's premises causing loss or injury which is not due to any fault or misconduct on the part of the person injured.

2. Contract Agreement

The following Attachments are a part of this Contract Agreement:

- A. Cost Detail
- B. Conversion Services
- C. Hardware Requirements
- D. Caselle Software License Agreement
- E. Civic Support Agreement

3. Scope of Agreement

Client agrees to license the Software and receive the Services and Civic agrees to provide same subject to the terms and conditions stated in this Contract Agreement, the Caselle Software License Agreement attached hereto as Attachment D, and the Civic Support Agreement attached hereto as Attachment E.

4. General Conditions

- A. This is not a Contract Agreement of partnership or employment of Civic or any of Civic's employees by Client. Civic is an independent contractor for all purposes under this Contract Agreement.
- B. Civic shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.
- C. Civic agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Contract Agreement. Civic agrees that, at all times, the employees of Civic furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- D. Civic agrees that all persons working for or on behalf of Civic whose duties bring them upon Client's premise shall obey the rules and regulations that are established by Client and shall comply with the reasonable directions of Client personnel.
- E. Civic shall be responsible for the acts of its employees and agents while on Client's premises. Accordingly, Civic agrees to take all necessary measures to prevent injury and loss to persons or property located on Client premises. Civic shall be responsible for all damages to persons or property caused by Civic or any of its agents or employees. Civic shall promptly repair any damage that it, or its employees or agents may cause to Client's premises or equipment; on Civic's failure to do so, Client may repair such damage and Civic shall reimburse Client promptly for the cost of repair.

Contract Agreement

- F. Civic agrees that, in the event of an Accident of any kind, Civic will immediately notify Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- G. Civic shall perform the services contemplated in this Contract Agreement without interfering in any way with the activities of Client's staff or visitors.
- H. Civic and its employees or agents shall have the right to use only those facilities of Client that are necessary to perform services under this Contract Agreement and shall have no right to access any other facilities of Client.

5. Entire Agreement Clause

This Contract Agreement, including other referenced documents, constitutes the entire Contract Agreement between Client and Civic and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

6. Non-Assignment; Non-Delegation; Binding Effect

Both Civic and Client shall be clearly identified by name. Neither of the identified parties to this Contract Agreement shall assign or encumber any of its rights, or delegate or any of its duties defined in this Contract Agreement, in whole or in part, to other third parties unless the other party to this Contract Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by this Contract Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from this Contract Agreement shall bind the identified party and their respective successors and assignees.

7. Assignments

Civic shall not assign, transfer or pledge this Contract Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. Subcontractors

Civic shall not subcontract this Contract Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of Client. Permission to subcontract, however, shall under no circumstances relieve, Civic of its liabilities and obligations under this Contract Agreement. Further, Civic shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly employed by subcontractors. Contracts between Civic and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. Civic shall make contracts between Civic and subcontractors available upon request.

9. Agreement Extensions and Modification Clause

This Contract Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to this Contract Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to this Contract Agreement to be of a major or complex nature, then the change shall be by formal amendment of this Contract Agreement signed by the parties and made a permanent part of this Contract Agreement.

Under no circumstances, however, shall any parties to this Contract Agreement forfeit or cancel any right presented in this Contract Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to this Contract Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right.

Contract Agreement

10. Termination

- A. This Contract Agreement may be terminated for cause in the event Civic does not cure a material breach of this Contract Agreement within thirty (30) days' of receiving written notice of such breach from Client.
- B. This Contract Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.
- C. Client shall pay Civic for all Services rendered, Software delivered or incurred, and expenses incurred prior to the date of termination, and shall reimburse Civic for all reasonable costs associated with any termination.
- D. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Contract Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Contract Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. Further, in the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement or mediation, both parties agree to waive a jury trial to facilitate judicial resolution and save time and expense of both parties.
- E. Because a breach of any of the provisions of this Contract Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Civic agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the procedures set forth in Section 10(d) in order to seek injunctive or declaratory relief.
- F. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Contract Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Contract Agreement shall survive the expiration or termination of this Contract Agreement or any Statement of Work.

11. Applicable and Governing Law Clause

The validity, construction and enforcement of this Contract Agreement shall be determined in accordance with the laws of the State of Iowa, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Contract Agreement shall be brought exclusively in the State of Iowa. Both parties consent to the personal jurisdiction of the state and federal courts located in Iowa.

12. Title and Confidentiality

- A. Both parties recognize that their respective employees and agents, in the course of performance of this Contract Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Contract Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Contract Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA requests and data practices requests.
- B. Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that it shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Contract Agreement. It shall not be a breach of this Contract Agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

13. Notices

All notices or communications required or permitted as a part of this Contract Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Contract Agreement) at the address specified below.

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398

City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

14. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Contract Agreement.

15. Force Majeure Clause

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Contract Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. Nondiscrimination by Civic or Agents of Civic

Neither Civic nor anyone with whom Civic shall contract shall discriminate against any person employed or applying for employment concerning the performance of Civic responsibilities under this Contract Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by Civic of this Contract Agreement.

17. Replication of Software

Client shall not copy Software for any purposes other than for backup or disaster recovery.

18. Non-Collusion

Civic hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of Client, or other person or entity concerning the obtaining of this Contract Agreement. In addition, Civic agrees that a duly authorized Civic representative will sign a non-collusion affidavit, in a form acceptable to Client, that Civic has received from Client no incentive or special payments, or considerations not related to the provision of the system described in this Contract Agreement.

19. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Contract Agreement and the person signing this Contract Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Contract Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Contract Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Contract Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.

Contract Agreement

- D. Civic warrants that any Services that it provides to Client under this Contract Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- E. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client expressly waives any claim that Client may have against Civic based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right with respect to any Product and also waives any right to indemnification from Civic against any such Claim made against Client by another. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Contract Agreement.

20. Limitation on Damages and Indemnification

- A. Except as specifically stated in the Warranty section of this Contract Agreement, the Software is Licensed "AS IS", but not limited to implied warranties of merchantability. The maximum liability of Civic for all damages from any claims shall not exceed the license, services, and support fees paid to date by Client to Civic, unless as otherwise stated herein. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions, or viruses arising out of or related to this Contract Agreement.
- B. As Civic is performing Services solely for the benefit of Client, Client will indemnify Civic, its subsidiaries and their present or former owners, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Contract Agreement.
- C. Because of the importance of the information that Client provides to Civic with respect to Civic's ability to perform the Services, Client hereby releases Civic and its present and former owners, employees, officers and agents from any liability, damages, fees, expenses and costs, including attorney fees, relating to the Services, that arise from or related to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.
- D. Civic will indemnify Client against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.
- E. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Contract Agreement are material bargained for basis of this Contract Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Contract Agreement and in the decision by each party to enter into this Contract Agreement.
- F. The terms of this Section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Civic, or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Contract Agreement.

Contract Agreement

- G. Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Contract Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as the time of discovery of any claim.
- H. In the event that the parties are unable to resolve differences that may arise relating to this Contract Agreement, all disputes arising from this Contract Agreement shall be resolved through the courts of the State of Iowa, unless both parties agree to binding arbitration. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten (10) years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. Standards of Performance

Civic shall perform its Services in conformity with the terms expressly set forth in this Contract Agreement, including all applicable professional standards. Accordingly, Civic's Services shall be evaluated on its substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown.

22. Personnel

During the term of this Contract Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

23. Email Communication

Client acknowledges that: (i) Civic and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Civic shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

24. Business License

In the event a local business license is required for Civic to perform services hereunder, Client will notify Civic prior to the Effective Date and will provide Civic with the necessary paperwork and/or contact information.

25. Taxes

The fees set forth in Section 27 – Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Client. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Civic from and against any and all fines, penalties, damages, and claims.

Contract Agreement

26. Payment Terms

The total fees for Software and Services are estimated to be **\$110,275** as set forth in following section. The Client agrees to the following Payment Terms.

- A. Civic shall invoice Client **\$55,138** upon the Effective Date.
- B. Civic shall invoice Client **\$55,137** before training.
- C. Civic shall invoice Client fees for all other Services, plus all expenses, if and as provided/incurred.

27. Investment Summary

The following Investment Summary reflects an estimated range of costs related to the Software and Services. Detailed costs are provided in Attachment A – Cost Detail

	<u>Investment</u>
Connect License Fees (10 Concurrent)	\$ 54,300
Setup/Conversion and Project Management Estimate	28,200
Training	14,400
1st Year Annual Support (Software For Life)	<u>13,375</u>
Year 1 Sub-total	<u><u>110,275</u></u>
YEAR 2 ANNUAL SUPPORT TOTAL (Software For Life)	<u><u>\$ 13,375</u></u>

*Above amounts do not include travel costs. Travel costs will be invoiced as incurred and are estimated below. Mileage will be invoiced at the federal mileage rate currently at \$0.685 per mile for round trip travel. Hotel will be invoiced for the amount incurred by Civic staff. Civic's staff stays at a Holiday Inn or equivalent. Hotel rates vary; we estimate those rates to be \$170 nightly. Meals are invoiced as actual with a daily maximum of \$35.

Travel cost estimates are based on five (5) round trips and 12 overnights.

Mileage (Five 570 mile round trips @ \$0.62/mile)	\$ 1,767
Hotel (12 nights at \$170/night)	2,040
Meals (12 days at \$35/day)	<u>420</u>
TOTAL INVESTMENT	<u><u>\$ 4,227</u></u>

Contract Agreement

28. Additional Service Fees

Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Civic's then-current rates.

29. Optional Items

Pricing for optional Products and services shall be valid for ninety (90) days from the Effective Date.

30. Contract Agreement Execution

The parties hereto have executed this Contract Agreement and any applicable attachments as specified in Section 2 of this Contract Agreement as of the dates set forth below.

CITY OF OTTUMWA

Signature: _____

Print Name: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Print Name: Chad Jarvi _____

Title: _____

Date: _____

Attachment A – Cost Detail

SELECTED MODULES (Included in the agreement)

Selected Product Descriptions	License Fee Purchase Price	One-Time conversion / setup	Training and Onsite Assistance Cost/Days	Year one Total w/o Support	Annual Fees*
10 Concurrent Users	\$ --	\$ --	\$ --	\$ --	\$ --
Accounts Payable	8,500	2,400	1,800	12,700	2,125
AP ACH and Vendor Portal	Included	Included	Included	Included	Included
miExcel AP	Included	Included	Included	Included	Included
Purchase Orders	2,500	600	600	3,700	625
Accounts Receivable w/ Online Payments	6,500	4,800	3,000	14,300	1,625
Cash Receipting	6,500	1,200	1,200	8,900	1,625
Payment Import	Included	Included	Included	Included	Included
Cemetery Management	Free	600	600	1,200	0
Fixed Assets	3,300	1,200	600	5,100	825
General Ledger	7,500	2,400	3,000	12,900	1,875
Activity Reporting	Included	Included	Included	Included	Included
Bank Reconciliation	Included	Included	Included	Included	Included
Budgeting	Included	Included	Included	Included	Included
miExcel GL	Included	Included	Included	Included	Included
miViewPoint (Unlimited Users)	4,500	1,200	1,200	6,900	1,125
miAR	3,000	300	300	3,600	750
miCR	3,000	300	300	3,600	750
miAP/PO Workflow	4,500	1,200	1,200	6,900	1,125
miBudget	4,500	1,200	600	6,300	1,125
Implementation Project Management	--	4,800	--	4,800	--
3rd Party Integration Estimate UKG	--	3,600	--	3,600	--
3rd Party Integration Estimate IWorq	--	2,400	--	2,400	--
TOTALS COSTS	<u>54,300</u>	<u>28,200</u>	<u>14,400</u>	<u>96,900</u>	<u>13,575</u>

*First Year Annual Support Fees are prorated based on your Go-Live date.

**If a Credit Card Interface is chosen there could be additional setup costs from the Online Bill pay company along with transactional credit card fees. Please contact one of our preferred vendors for that information.

Attachment A – Cost Detail

OPTIONAL MODULES (Not Included in the agreement)

Optional Product Descriptions (Not Selected)	License Fee Purchase Price (10 Concurrent Users)	One-Time conversion / setup	Training Cost @ \$1,200/Day	Year one Total w/o Support	Annual Fees
Additional Concurrent Users above 10	2,000	--	--	2,000	500
Animal Licenses	3,300	900	900	5,100	825
Business Licenses	3,300	1,200	1,200	5,700	825
Project Accounting	4,500	1,200	1,200	6,900	1,125
Hosted (Cloud) (8 Named)*	--	2,500	--	2,500	7,680
Additional Named Users above 8 (each)	--	--	--	--	720

*If a Credit Card Interface is chosen there could be additional setup costs from the Online Bill pay company along with transactional credit card fees. Please contact one of our preferred vendors for that information.

**If the hosted solution is chosen the annual fee will be added on to the annual support.

Attachment B - Conversion Services

The following outlines the conversion services to be provided for the core modules included as a part of this Agreement. Depending on the data integrity in the legacy system, below is our typical data conversion when converting from a legacy system.

Accounts Payable

- > Vendor Information
- > 3 years of invoice and check history
- > Report preparation
- > AP check formatting

Cash Receipting

- > Setup receipt categories and corresponding GL accounts
- > Report preparation

miViewPoint

- > Installation
- > User/group setup

General Ledger

- > Chart of Accounts
- > Financial statements
- > Report preparation
- > 3 years detail information
- > 3 years of budget information

Attachment C - Hardware Requirements

HARDWARE REQUIREMENTS

Network System Requirements – Caselle® Connect – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft® Windows 2016 Server (64-bit), 2019 (64-bit), or 2022 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher Minimum 16 GB of available RAM 30 GB available disk space for Caselle Connect applications (1 GB) and data Enterprise SSD Color SVGA .28 Monitor 1 GB Ethernet Network Card 1 GB Ethernet Switch <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Database Server Equipment and Operating System	<ul style="list-style-type: none">• Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server).• Networks with more than ten workstations may require faster processors and/or more memory than the recommended.
Database Software	Microsoft® SQL Server 2014 (64-bit) or 2016 (64-bit), 2019, or 2022 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel Core 2 Duo, i5, or i7 (3 GHz or higher) 8 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data Color SVGA .28 Monitor LCD Monitor <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Workstation Operating System	Windows 10 or 11™ Professional (64-bit).
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 and 1500 Series Printers Star TSP100 Epson TM – U325, TM-U675, and Epson TM – H6000IV
Internet Access	10 Mbps minimum available connection speed Explanation: Caselle® Applications require Internet access to download program updates.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Authorized and Certified

Attachment D – Caselle Software License Agreement

Caselle
1656 S East Bay Blvd, Ste 100
Provo, UT 84606
CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Caselle Agrees to provide the software to you, subject to the following terms and conditions.

1. GRANT OF LICENSE

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

2. TITLE AND CONFIDENTIALITY

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

3. LICENSE

You may:

- A. Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- B. Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- A. Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- B. Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- C. Modify the Software or merge it into any other product without the express written consent of Caselle.
- D. Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- E. Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- F. Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (A to F) shall void and terminate this Agreement.

4. TERM

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Attachment D – Caselle Software License Agreement

5. WARRANTY

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period, You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.

6. DISCLAIMERS AND LIMITATIONS OF REMEDIES

Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption or loss of business information arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of an essential purpose of any limited remedy. Caselle's aggregate liability under this agreement for damage will not, in any event, whether based upon contract, negligence, strict liability in tort, warranty or any other basis, exceed the License fees paid by You for the Software.

7. ADDITIONAL SERVICES

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

8. GENERAL

- A. The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa and You hereby consent to the jurisdiction of State and Federal courts in Iowa. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- C. This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- D. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- E. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- F. In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- G. Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- H. The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- I. Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- J. The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- K. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

Attachment E – Civic Support Agreement

CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the **City of Ottumwa**, 105 E. Third Street, Ottumwa, IA 52501 and **Civic Systems, LLC**, 4807 Innovate Ln, Madison, Wisconsin 53707-7398.

TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" – Will denote the City of Ottumwa, IA.
- B. "Civic" – Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.

2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the date of use. The date of use is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

3. CHARGES

Civic will invoice Client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

Initial support fees are billed and prorated for that six-month period based upon the specific modules "go-live" date.

4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 7 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600
Toll-Free: 800 241 1517
Fax: 608 249 1050
E-mail: support@civicsystems.com
Website: <http://www.civicsystems.com>

Attachment E – Civic Support Agreement

6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or Client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to Client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

Attachment E – Civic Support Agreement

12. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes Client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to Client either procure for Client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, Client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to Client all fees, costs, and charges paid by Client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to Client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

Attachment E – Civic Support Agreement

13. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly US, LLP) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

14. DEFAULT

In the event of payment default by Client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

15. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. NOTIFICATION

All notices or communications required or permitted as a part of the Support Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified below.

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398

City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

Attachment E – Civic Support Agreement

17. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

18. SOFTWARE SUPPORT

The Client will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, Client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to Client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide Client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to Client.
- C. Software Upgrades – Civic shall provide Client with upgrades to the current platform when available. Civic shall provide Client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to Client.
- D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic.

19. MISCELLANEOUS

This Support Agreement covers those Services rendered for post "go-live". Post "go-live" will be defined as the first time that the Software is used in a production environment to perform the Client's daily processing.

received
4.12.24 800A

Item No. I.-6.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 16, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 98-2024: A Resolution Determining the Necessity and Fixing a Date for a Public Hearing on the Matter of the Adoption of a Proposed Amendment No. 1 to the Amended and Restated Ottumwa Urban Revitalization Plan

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 98-2024.

DISCUSSION: Legislation passed by the Iowa Legislature last year affects city's authorities to use urban revitalization to provide tax abatement. This resolution sets the May 7, 2024 Council meeting as the date of a public hearing to amend the Ottumwa Urban Revitalization Plan to reflect the new legislation.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

There are two significant changes. For property assessed as residential property, taxes levied by the school district are exempt from abatement under the new legislation. This will reduce the tax benefit from urban revitalization abatement. Second, for property assessed as commercial property, the property owner and city will need to enter into a minimum assessment agreement in order access abatement.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

April 16, 2024

5:30 P.M.

Amended and Restated Ottumwa Urban Revitalization Plan

- Resolution determining the necessity and fixing a date for a public hearing on the matter of the adoption of a proposed Amendment No. 1 to the Amended and Restated Ottumwa Urban Revitalization Plan

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 CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

April 16, 2024

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND FIXING A DATE FOR A PUBLIC HEARING ON THE MATTER OF THE ADOPTION OF A PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED OTTUMWA URBAN REVITALIZATION PLAN", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. 98-2024

RESOLUTION DETERMINING THE NECESSITY AND
FIXING A DATE FOR A PUBLIC HEARING ON THE MATTER
OF THE ADOPTION OF A PROPOSED AMENDMENT NO. 1
TO THE AMENDED AND RESTATED OTTUMWA URBAN
REVITALIZATION PLAN

WHEREAS, pursuant to the provisions of Iowa Code Chapter 404, on December 21, 2021, the City of Ottumwa, Iowa (the "City") adopted the Amended and Restated Ottumwa Urban Revitalization Plan (the "Amended and Restated Plan" or "Plan") for the Ottumwa Urban Revitalization Area (the "Revitalization Area" or "Area"); and

WHEREAS, by the foregoing action, the Council has determined that the Revitalization Area within the City can be revitalized as authorized by Iowa Code Chapter 404; and

WHEREAS, a proposed Amendment No. 1 to the Amended and Restated Plan ("Amendment") has been prepared, the purpose of which is to amend the Plan to reflect anticipated changes to Iowa Code Chapter 404, scheduled to take effect on July 1, 2024; and

WHEREAS, before such Amendment can be adopted, it is necessary that a public hearing be held thereon and that due notice be given in accordance with the requirements of Iowa Code Chapter 404.

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

Section 1. It is determined that the rehabilitation, conservation, redevelopment, economic development or a combination thereof of the Area is necessary in the interest of the public health, safety, or welfare of the residents of the City, and the Area substantially meets the criteria of Iowa Code Section 404.1 and the proposed Amendment, attached to this Resolution as Exhibit 1, is declared to substantially meet the criteria of Iowa Code Section 404.2.

Section 2. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the adoption of the Amendment at a regularly scheduled meeting of the City Council, on May 7, 2024, at 5:30 P.M., in the Bridge View Center, 102 Church Street, Ottumwa, Iowa.

Section 3. That the City Clerk. be and is hereby directed to publish a notice of a public hearing on the Amendment, at least once not less than seven days prior to the date of said public hearing, as provided in Iowa Code Section 404.2(6); May 7, 2024 should be the next regularly scheduled City Council meeting after the publication of notice.

Section 4. Be it further resolved that copies of the Amendment be made available to the public through the office of the City Clerk.

Section 5. The notice of the proposed hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF OTTUMWA, IOWA, ON THE MATTER OF THE
ADOPTION OF A PROPOSED AMENDMENT NO. 1 TO THE
AMENDED AND RESTATED OTTUMWA URBAN
REVITALIZATION PLAN

Public notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on May 7, 2024, at 5:30 P.M., in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the adoption of an Amendment No. 1 ("Amendment") to the Amended and Restated Ottumwa Urban Revitalization Plan ("Amended and Restated Plan") for the Ottumwa Urban Revitalization Area ("Area") described therein, under the authority of Iowa Code Chapter 404, as amended.

The purpose of the Amendment is to amend the Amended and Restated Plan to reflect anticipated changes to Iowa Code Chapter 404 that are scheduled to take effect on July 1, 2024.

Any persons interested may appear at said meeting of the Council and present evidence for or against the adoption of the Amendment. The proposed Amendment is on file in the office of the City Clerk and available for public inspection or copying during ordinary business hours.

This notice is given by order of the City Council of the City of Ottumwa, Iowa, pursuant to Section 404.2(6), Code of Iowa.

Dated this 16 day of April, 2024.

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

(End of Notice)

PASSED AND APPROVED this 16th day of April, 2024.

Mayor

ATTEST:

City Clerk

ATTACH AMENDMENT NO. 1
LBELED AS EXHIBIT 1 HERE

**AMENDMENT NO. 1
TO THE
AMENDED AND RESTATED
OTTUWMA URBAN REVITALIZATION PLAN**

CITY OF OTTUMWA, IOWA

INTRODUCTION

The Urban Revitalization Act, Chapter 404 of the Code of Iowa, is intended to encourage development, redevelopment, and revitalization within a designated area of a city by authorizing property tax development incentives to the private sector. Qualified real estate within a designated area may be eligible to receive a total or partial exemption from property taxes on improvements for a specified number of years. The primary intent of this Act is to provide communities with a long-term increase or stabilization in their tax base by encouraging rehabilitation or new construction which might not otherwise have occurred.

In 2021, the City of Ottumwa, Iowa (“City”) adopted the Amended and Restated Ottumwa Urban Revitalization Plan (“Amended and Restated Plan” or “Plan”) for the Ottumwa Urban Revitalization Area (the “Urban Revitalization Area” or “Area”). In 2023, the Iowa General Assembly adopted legislation (House File 718) making changes to Iowa Code Chapter 404, which are scheduled to take effect on July 1, 2024.

In anticipation of these changes, the City is adopting this Amendment No. 1 to the Amended and Restated Plan (the “Amendment”) in order to align the provisions of the Amendment and Restated Plan with the revised provisions of Iowa Code Chapter 404.

Except as modified by this Amendment, the provisions of the Amended and Restated Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided therein. All subsections of the Amended and Restated Plan not mentioned in this Amendment shall continue to apply to the Plan and the Area. In case of any conflict or uncertainty, the terms of this Amendment shall control and any parts of the Amended and Restated Plan in conflict with this Amendment are hereby repealed.

CHANGES ADOPTED BY THIS AMENDMENT

1. Limitation for Properties Assessed as Residential.

Beginning with first year applications filed with the City on or after July 1, 2024, the revisions to Iowa Code Chapter 404 will exclude property tax levies imposed by a school district from the exemptions available to properties assessed as residential.

The City’s adopted exemptions for “Residential,” “Residential – Historical Contributing Building,” and “Residential with Three or More Separate Dwelling Units” will be impacted by this change. For the avoidance of doubt, these exemptions are restated below, now reflecting the limitation expected to take effect on July 1, 2024:

Residential

All Eligible Property assessed as residential is eligible to receive exemption from taxation on the actual value added by the Qualifying Improvements. The amount of the exemption is one hundred percent (100%) on the actual value added by the Qualifying Improvements; *provided, however, that the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D.* The exemption is for a period of three (3) years.

Residential – Historical Contributing Building

All Eligible Property assessed as residential and (1) listed as a “contributing building” in the nomination papers for the Court Hill Historic District, Fifth Street Bluff Historic District, Vogel Place Historic District or North Fellows Historic District, or (2) individually listed on the National Register of Historic Places is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. In order to be eligible for this exemption, the Qualifying Improvements must not increase the population density of the facilities being improved and must be found to be historically sensitive based on the criteria established by the Ottumwa Planning and Development Department.

The amount of the exemption is one hundred percent (100%) on the actual value added by the Qualifying Improvements; *provided, however, that the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D.* The exemption is for a period of five (5) years.

This exemption is available for this particular subset of residential property in lieu of the general residential property exemption set forth above, and is made available to further the City’s planning objectives with respect to preserving and appropriately redeveloping significant historical structures.

Residential with Three or More Separate Dwelling Units

All Eligible Property assessed as residential under Iowa Code Section 441.21(14)(a)(6) on or after January 1, 2022, having three or more separate dwelling units, is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements; *provided, however, that the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D.* The exemption is for a period of ten (10) years. The amount of the partial exemption is equal to a percent of the actual value added by the Qualifying Improvements, determined as follows:

First Year – 100%

Second Year	–	100%
Third Year	–	80%
Fourth Year	–	80%
Fifth Year	–	60%
Sixth Year	–	60%
Seventh Year	–	40%
Eighth Year	–	40%
Ninth Year	–	20%
Tenth Year	–	20%

This exemption is available for this particular subset of residential property in lieu of the general residential property exemption set forth above, and is made available to further the City’s planning objectives with respect to ensuring the availability of a variety of housing options and promoting the development of multi-family residential properties.

2. Limitation for Properties Assessed as Commercial.

Beginning with first year applications filed with the City on or after July 1, 2024, the revisions to Iowa Code Chapter 404 require that a property owner seeking an exemption on a property assessed as commercial enter into a written assessment agreement with the City, specifying a minimum actual value for the completed improvements.

To reflect this new requirement, the following paragraph is added to the “Application Procedures” section of the Plan:

Additional Requirement for Properties Assessed as Commercial: Property owners submitting applications on or after July 1, 2024 for improvements to property assessed as commercial must also enter into a written assessment agreement with the City, specifying a minimum actual value for the completed improvements, consistent with and to the extent required by the provisions of Iowa Code Chapter 404 in effect at the time the application is submitted to the City.

No change is made to the exemption available to properties assessed as commercial. For the avoidance of doubt, the exemption permitted under the Amended and Restated Plan for properties assessed as commercial (or industrial) is restated below:

Commercial or Industrial

All Eligible Property assessed as commercial or industrial is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. The exemption is for a period of five (5) years. The amount of the partial exemption is equal to a percent of the actual value added by the Qualifying Improvements, determined as follows:

First Year	–	80%
Second Year	–	65%

Third Year	–	45%
Fourth Year	–	25%
Fifth Year	–	10%

EFFECTIVE DATE

This Amendment No. 1 to the Amended and Restated Plan shall be effective upon the approval of a resolution by the City Council adopting the Amendment (“Effective Date”).

02303314\10981-184

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 _____ day of _____, 2024.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF OTTUMWA, IOWA, ON THE MATTER OF THE
ADOPTION OF A PROPOSED AMENDMENT NO. 1 TO THE
AMENDED AND RESTATED OTTUMWA URBAN
REVITALIZATION PLAN

Public notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on May 7, 2024, at 5:30 P.M., in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the adoption of an Amendment No. 1 ("Amendment") to the Amended and Restated Ottumwa Urban Revitalization Plan ("Amended and Restated Plan") for the Ottumwa Urban Revitalization Area ("Area") described therein, under the authority of Iowa Code Chapter 404, as amended.

The purpose of the Amendment is to amend the Amended and Restated Plan to reflect anticipated changes to Iowa Code Chapter 404 that are scheduled to take effect on July 1, 2024.

Any persons interested may appear at said meeting of the Council and present evidence for or against the adoption of the Amendment. The proposed Amendment is on file in the office of the City Clerk and available for public inspection or copying during ordinary business hours.

This notice is given by order of the City Council of the City of Ottumwa, Iowa, pursuant to Section 404.2(6), Code of Iowa.

Dated this 16 day of April, 2024.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

CERTIFICATE OF PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

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

NOTICE OF PUBLIC HEARING

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

_____, 2024.

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

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

received
4-12-24 830A

Item No. I.-7.

REVISIT

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 16, 2024

Phillip Burgmeier

Prepared By

Engineering Department

Department

Phillip Burgmeier
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #99-2024. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the Asbestos Abatement – City Hall Building 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 #99-2024.

DISCUSSION: There was asbestos containing drywall and tile throughout City Hall and asbestos containing insulation around the boiler, pipework, and within air ducts. The asbestos was removed so the existing heating and cooling systems could be replaced and before renovations could begin. The proposed project removed the asbestos so the City Hall Improvements Project can proceed

Change Order #1 increases the contract sum by \$2,250.00 for the additional work in the basement area.

Advanced Environmental Testing and Abatement, Inc. of Waterloo, Iowa has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #1 with final payment releasing all retainage.

Original Contract Amount	\$ 95,000.00
Change Order #1	\$ 2,250.00
New Contract Amount	\$ 97,250.00
Less Previous Payments	\$ 76,000.00
Final Amount Due	\$ 21,250.00

Funding:

CIP \$ 80,000

Source of Funds: CIP

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #99-2024

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR ASBESTOS ABATEMENT – CITY HALL BUILDING PROJECT

WHEREAS, The City Council of the City of Ottumwa, awarded a contract on October 17, 2023 to Advanced Environmental Testing and Abatement, Inc. of Waterloo, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$2,250.00. The total new contract sum is \$97,250.00. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Asbestos Abatement – City Hall Building Project is hereby accepted as complete and authorization to make final payment to Advanced Environmental Testing and Abatement, Inc. of Waterloo, Iowa in the amount of \$21,250.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of April, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: City Hall Asbestos Removal

To Contractor: Advanced Environmental

Change Order Number: 1

The Contract is changed as follows:
Additional Work in Basement

DATE
\$2,250.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
Total: \$2,250.00

Base bid amount \$95,000.00

NEW PROJECT TOTAL \$97,250.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$95,000.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$95,000.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$2,250.00</u>
The new Contract Sum including this change order	<u>\$97,250.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

Phil Byrnes
ENGINEER/
DIRECTOR OF PUBLIC WORKS

04-03-2024
DATE

Advanced Environmental
CONTRACTOR

4-2-2024
DATE

BY [Signature]

General Manager
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: City Hall Asbestos Removal

PAY REQUEST NO. 2
Final

FROM CONTRACTOR: Advanced Environmental

PAY PERIOD: 3-Apr-24

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$95,000.00</u>
2. Net change by Change Orders	<u>\$2,250.00</u>
3. Contract Sum to Date (Line 1 ± Line 2)	<u>\$97,250.00</u>
4. Total Completed and Stored to Date	<u>\$97,250.00</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$97,250.00</u>
7. Less Previous Payments	<u>\$76,000.00</u>
8. Current Payment Due	<u>\$21,250.00</u>

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Advanced Environmental

DATE: 4-3-2024

BY: [Signature]

TITLE: General Manager

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$21,250.00

[Signature]
ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: 04-03-2024

received
4.12.24 945A

Item No. I.-8.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 16, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Resolution 100-2024 Fourth Amendment to Amended and Substituted Lease By and Between the City of Ottumwa and National Railroad Passenger Corporation a/k/a Amtrak

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 100-2024

DISCUSSION: On July 5, 2022, the council adopted Resolution 183-2022 regarding the purchase of the depot from Iowa Heartland History Connection and subsequently Resolution 190-2022, which absorbed the lease with Amtrak. Last October the city moved City Hall into the building for a temporary basis. Since that time Amtrak has requested the use of additional space for its conductors and would like to denote the space shared by both entities. The attached Resolution to the purchase agreement identifies these revisions.

Source of Funds:

Budgeted Item:

Budget Amendment Needed: No

RESOLUTION NO. 100-2024

**RESOLUTION AUTHORIZING FOURTH AMENDMENT TO AMENDED AND
SUBSTITUTED LEASE BY AND BETWEEN THE CITY OF OTTUMWA AND
NATIONAL RAILROAD PASSENGER CORPORATION A/K/A AMTRAK**

WHEREAS, on July 19, 2022 the City Council of the City of Ottumwa, Iowa passed and adopted Resolution 190-2022, which included “approving and authorizing execution of an Assignment and Assumption of Lease Agreement with National Railroad Passenger Corporation from the Wapello County Historical Society; and

WHEREAS, National Railroad Passenger Corporation is requesting revision to the current amended and substituted lease; and

WHEREAS, there have been three previous amendments to the lease agreement; and

WHEREAS, these revisions have been drafted into the “fourth amendment” which has been reviewed by staff and the city attorney.

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

That the City Council of the City of Ottumwa approve the Fourth Amendment to the Amended and Substituted Lease between the City of Ottumwa and National Railroad Passenger Corporation a/k/a Amtrak.

That the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 16th day of April, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

FOURTH AMENDMENT
to
AMENDED and SUBSTITUTED LEASE
dated April 9, 1997
(Ottumwa, Iowa)

This Fourth Amendment to Amended and Substituted Lease dated April 9, 1997 (“Fourth Amendment”) is made this _____ day of _____, 2024 by and between the City of Ottumwa, Iowa (“**LESSOR**”) and National Railroad Passenger Corporation (“**AMTRAK**”), referred to collectively as the “**Parties**.”

WHEREAS, the Wapello County Historical Society, Inc., an Iowa non-profit corporation (hereinafter “**WCHS**”) was the owner of certain real property located at 210 West Main Street, Ottumwa, IA, which property is commonly known as the Ottumwa Station (the “**Station**”) as delineated on the site plan attached hereto and incorporated herein as **Exhibit A** (“**Site Plan**”); and

WHEREAS, **WCHS** and **AMTRAK** did enter into a certain Amended and Substituted Lease (“**Original Lease**”) dated April 9, 1997, to be effective April 6, 1997, whereby **AMTRAK** leased a portion of the Station for its rail passengers; and

WHEREAS, **WCHS** and **AMTRAK** did subsequently enter into three (3) modifications of the Original Lease dated on or about March 7, 2007, November 8, 2011 and April 6, 2017, respectively (the Original Lease, as amended, shall be referred to as the “**Lease**”); and

WHEREAS, on or about October 28, 2022, **WCHS** sold the Property to the City of Ottumwa, Iowa and in connection therewith, assigned the Lease to the City of Ottumwa, IA effective October 28, 2022; and

WHEREAS, **AMTRAK** currently leases space in the Station for use as a ticket counter, waiting room, and baggage storage; and

WHEREAS, **AMTRAK** desires to lease additional space in the Station for use by its rail passenger crew; and

WHEREAS, **LESSOR** desires to utilize a portion of the first floor and the entire second floor of the Station as temporary office space during the renovation of the Ottumwa City Hall offices; and

WHEREAS, the Parties desire to execute this Fourth Amendment in order to modify the Lease to incorporate these modifications.

NOW THEREFORE, for and in consideration of the covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

A. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined in this Fourth Amendment shall have the same meaning as in the Lease.

B. Effective _____ (“Space Change Date”), Paragraph 1 (Location) is deleted in its entirety and therein substituted thereto, the following new Paragraph 1:

1. Premises.

a. LESSOR hereby leases to AMTRAK and AMTRAK hereby leases from LESSOR, for the Term, and pursuant to the terms and conditions set forth herein, rentable interior space in the Station as follows: a ticket counter consisting of approximately 340 square feet; offices consisting of approximately 270 square feet and exclusive use of Storage Closet F (the “**Leased Premises**”) as delineated on the site plan attached hereto and incorporated herein as **Exhibit B** (“**Leased Premises Plan**”).

b. LESSOR also hereby grants to AMTRAK its employees, agents, licensees, contractors, passengers and invitees, the nonexclusive right in common with LESSOR and all others designated by LESSOR for the use of the common areas and common facilities in the Station and on the land on which the Station is located. The Station and the land on which it is located, and the “Common Areas” (as defined below) are collectively referred to herein as the “**Property**”. Common areas include sidewalks, plazas, parking areas, driveways, hallways, stairways, elevators, public bathrooms, loading docks (if any), common entrances, lobbies, platforms (to the extent owned by LESSOR), other public portions of the Property and the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises (“**Common Areas**”).

c. LESSOR shall provide AMTRAK with keys to the Station to open and close the waiting room for its rail passengers.

C. Paragraph 5 (Compliance with Laws) is deleted in its entirety and therein substituted thereto, the following Paragraph 5:

5. Compliance With Laws, Ordinances, And Rules

a. AMTRAK agrees to comply with all applicable laws, ordinances, rules, regulations, and requirements of Federal authorities now existing or hereafter created in its use of the Premises, which AMTRAK deems are applicable and which are not the responsibility of LESSOR.

b. LESSOR agrees to comply with all applicable laws, ordinances, rules, regulations and requirements of Federal, state, county or other governmental or quasi-governmental authorities now existing or hereafter created in connection with the ownership, maintenance and use of the Station and the Property including, without limitation, the ADA, the Rehabilitation Act and the implementing regulations set forth at 49 CFR parts 27 and 37. Such compliance shall include, without limitation, present or future requirements from any governmental or quasi-

governmental authority including but not limited to the Federal Railroad Administration (FRA) pursuant or relating to grants, mortgages or other funding requirements that such authority has with AMTRAK.

c. LESSOR represents and warrants that as of the date of this Fourth Amendment, the Station, the Property and all improvements thereon (whether previously existing or newly constructed) are and shall thereafter be maintained and operated in accordance with all applicable statutes, laws, rules, regulations, ordinances, codes, and standards, including without limitation, the following: (i) the ADA; (ii) the Rehabilitation Act; (iii) the implementing regulations for the preceding including but not limited to those set forth at 49 CFR parts 27 and 37, and the applicable version of the U.S. Department of Transportation's standards for accessible transportation facilities; and (iv) AMTRAK's safety, security, operations and engineering standards.

d. If any noncompliance with any applicable statutes, laws, rules, regulations, ordinances, codes or standards is found to exist during the term of the Lease, LESSOR will, at its sole cost, immediately make repairs, replacements or alterations necessary to comply with such.

e. If LESSOR plans to perform work on the Station platform(s), and such work requires approval by the FRA under 49 CFR 37.42(d), then, LESSOR shall provide AMTRAK with its boarding plan for the Station before any platform work has begun. AMTRAK will recommend any modifications which it deems appropriate and will submit the final plans to the FRA for its approval.

D. Paragraph 11 (Maintenance and Repairs) shall be amended to add the following:

LESSOR, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of the Property, including the maintenance, repair, replacement and alteration of the interior and exterior of the Station and all fixtures, equipment, components and systems that are a part of the Station or necessary to and for the operation of the Station and AMTRAK's use and occupancy of its Premises, including structural and roof repairs and maintenance and exterior landscaping, paving and maintenance.

a. LESSOR shall pay all costs, expenses, fees, taxes and sums related to its ownership, operation and maintenance of the Station before delinquency.

b. LESSOR shall provide at its expense:

(i) Heating, ventilation and air conditioning (HVAC) for the Station, including the Premises, during all hours of scheduled passenger train (and bus) operations, to maintain temperatures in the interior portions of the Station at commercially reasonable levels. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR

agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems as quickly as possible, with due diligence, and with the minimum interference with AMTRAK's use of the Premises.

(ii) Janitorial services to the Property (including the Premises), if required by AMTRAK;

(iii) Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Premises or Common Areas;

(iv) Electricity to the Premises in quantities necessary for AMTRAK's purposes and use permitted hereunder;

(v) Replacement of lighting tubes, lamp ballasts, starters and bulbs;

(vi) Extermination and pest control as often as may be deemed necessary in the exercise of prudent management practices, and in no event less than semi-annually. To the greatest extent possible, such work shall be performed at times other than when passenger train and bus operations are scheduled;

(vii) Maintenance, cleaning and upkeep of Common Areas in a first-class manner, including but not limited to first floor restroom cleaning at 4:30pm, seven days a week. Such maintenance shall include, without limitation, cleaning, HVAC, illumination, repairs, replacements, lawn care, landscaping and snow and ice removal;

(viii) A building manager or engineer capable of responding to AMTRAK's requests for service within two (2) hours during all times when AMTRAK's passenger train (and bus) operations are scheduled.

(ix) Security which shall include at a minimum: (1) a police or security guard patrol of the Property, including the interior and exterior of the Station, the parking lot and the platform(s) at least twice daily; and (2) panic button(s) under the AMTRAK's ticket counter at locations as specified by AMTRAK. Any security guards must have obtained any and all applicable governmental licenses and permits. LESSOR shall ensure that all panic buttons are connected directly to and will contact directly the nearest local police station.

c. LESSOR shall cause utilities (pay telephones in Common Areas, electricity, water, sewer, etc.) to be supplied to the Property sufficiently for the operation of a first-class commercial facility, including provision of such utilities to the Premises at levels and in amounts sufficient for AMTRAK's use and occupancy of the Premises as provided in Section 4 and Section 7 of this Lease.

d. AMTRAK shall be responsible for the maintenance and repair of any trade

fixtures, equipment or other personal property of AMTRAK located on or within the Premises and charges for any services for AMTRAK's sole use and benefit arranged for by AMTRAK separately from the services provided by or to be provided by LESSOR under this Lease.

e. Notwithstanding anything to the contrary in this Lease, if LESSOR fails in any of its obligations under this Section 11, and such failure continues for more than three (3) consecutive days after notice from AMTRAK of such failure, AMTRAK may provide any such maintenance, repairs and services or arrange for the provision of such. In the event AMTRAK provides any such maintenance, repairs or service, LESSOR shall reimburse AMTRAK for the cost and expense of such maintenance, repairs and services within forty-five (45) days of notice from AMTRAK for such payment. Upon request of LESSOR, AMTRAK shall supply LESSOR with verification of all costs.

E. Paragraph 14 (Notices) is deleted in its entirety and therein substituted thereto, the following Paragraph 14:

14. NOTICES

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

LESSOR:
CITY OF OTTUMWA
105 East Third Street
Ottumwa, IA 52501
Attn: City Administrator

AMTRAK:
NATIONAL RAILROAD PASSENGER
CORPORATION
2955 Market Street
Philadelphia, PA 19104
Attn: Senior Director, Real Estate Development

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

F. Paragraph 17 (Other Provisions) is hereby renumbered to be Paragraph 20.

G. New Paragraph 17 (Access and Emergency Contacts) shall be added as follows:

17. Access and Emergency Contacts.

LESSOR shall provide AMTRAK with keys to all entrances/exits and to the Leased Premises. LESSOR shall provide emergency contact(s) for HVAC, plumbing, heating and utilities in the event AMTRAK is unable to contact the designated building manager. LESSOR shall be responsible for locking all entrances/exits upon

the close of LESSOR's business and ensuring that no person remains in the building or the Leased Premises without authorization.

H. Effective as of the Space Change Date, new Paragraph 18 (Parking) shall be added as follows:

18. PARKING

AMTRAK shall have the exclusive right to use, free of charge, four (4) designated reserved parking spaces in the parking area located at the Property as shown on **Exhibit C ("Parking")**, attached hereto and made a part hereof.

I. New Paragraph 19 (AMTRAK Improvements) shall be added as follows:

19. AMTRAK Improvements.

AMTRAK is presently improving the platform adjacent to LESSOR's property. LESSOR shall provide AMTRAK and its contractors access to LESSOR's property at the time the improvements are to be made .

J. Non-Waiver. Except as expressly amended hereby, the Lease shall remain unmodified and in full force and effect. The term "Lease" shall mean the Lease as amended hereby, and as the parties may amend it from time to time.

IN WITNESS THEREOF, the undersigned, intending to be legally bound hereby, have executed this Fourth Amendment to the Lease as of the day and year first written above.

[SIGNATURES ON FOLLOWING PAGE]

LESSOR:
CITY OF OTTUMWA, IOWA

AMTRAK:
**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____

By: _____

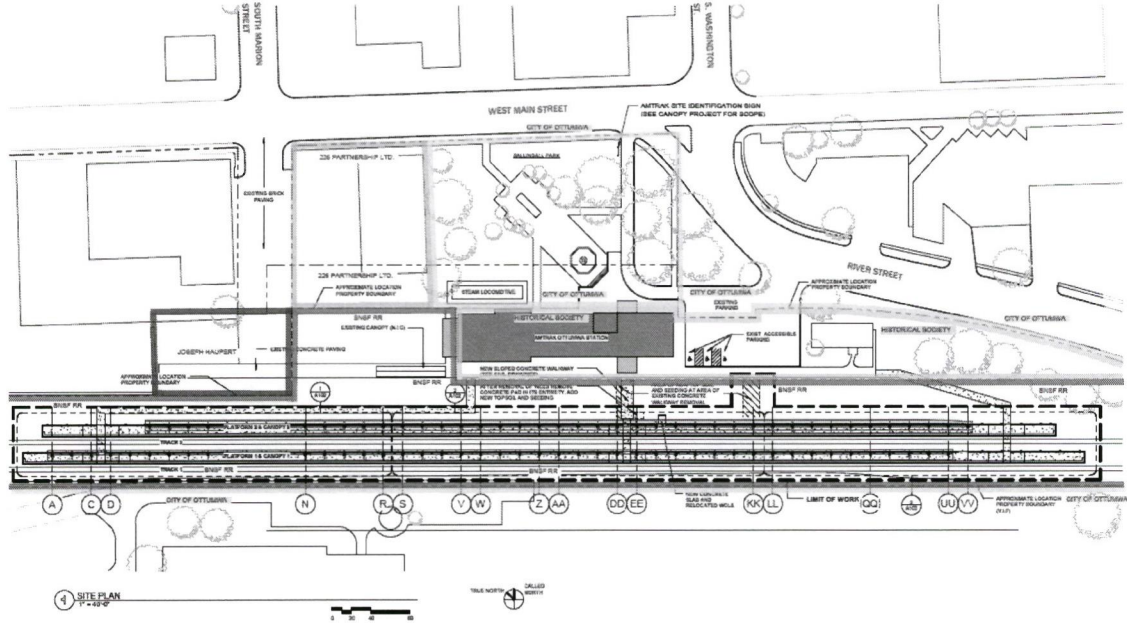
Name: Richard W. Johnson

Louis Wolfowitz

Title: Mayor, City of Ottumwa

VP, Real Estate & Commercial Development

EXHIBIT A SITE PLAN



1 SITE PLAN

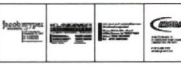
PROPERTY BOUNDARY NOTES:
PROPERTY BOUNDARIES SHOWN ARE APPROXIMATE. CONSTRUCTION SHALL VERIFY WITH LOCAL AGENCIES FOR THE RECORD. WORKS TO BE STOPPED IF PROBLEMS ARE ENCOUNTERED ON SITE CONDITIONS THAT WOULD AFFECT THE PROJECT SCHEDULE OR PERFORMANCE OF THE WORK PROPOSED TO BE PERFORMED.

NO.	REVISION	DATE	BY
1	ISSUE FOR PERMIT	05/11/10	SP
2	FOR CONSTRUCTION PERMIT	05/11/10	SP
3	FOR CONSTRUCTION PERMIT	05/11/10	SP
4	FOR CONSTRUCTION PERMIT	05/11/10	SP
5	FOR CONSTRUCTION PERMIT	05/11/10	SP
6	FOR CONSTRUCTION PERMIT	05/11/10	SP
7	FOR CONSTRUCTION PERMIT	05/11/10	SP
8	FOR CONSTRUCTION PERMIT	05/11/10	SP
9	FOR CONSTRUCTION PERMIT	05/11/10	SP
10	FOR CONSTRUCTION PERMIT	05/11/10	SP



**Office of Chief Engineer
STRUCTURES**
National Railroad Passenger Corporation
300 East State, Philadelphia, Pennsylvania 19104

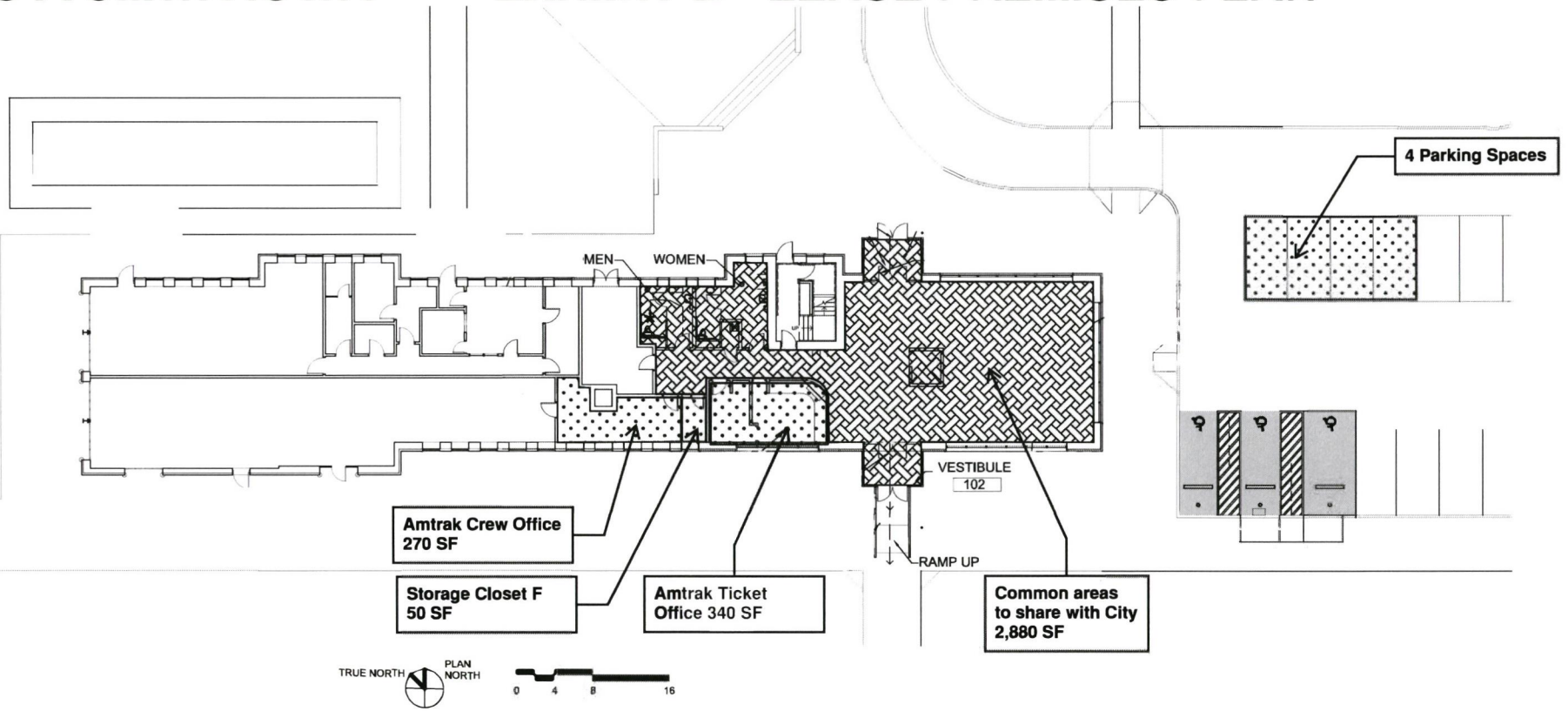
NO.	REVISION	DATE	BY



OTTUMWA, IOWA		Project Name	CDL 10/01/08
PLATFORM REPLACEMENT		Sheet No.	OF 10
SITE PLAN		Sheet	A101
Original Date	Draw Date	Client	Site

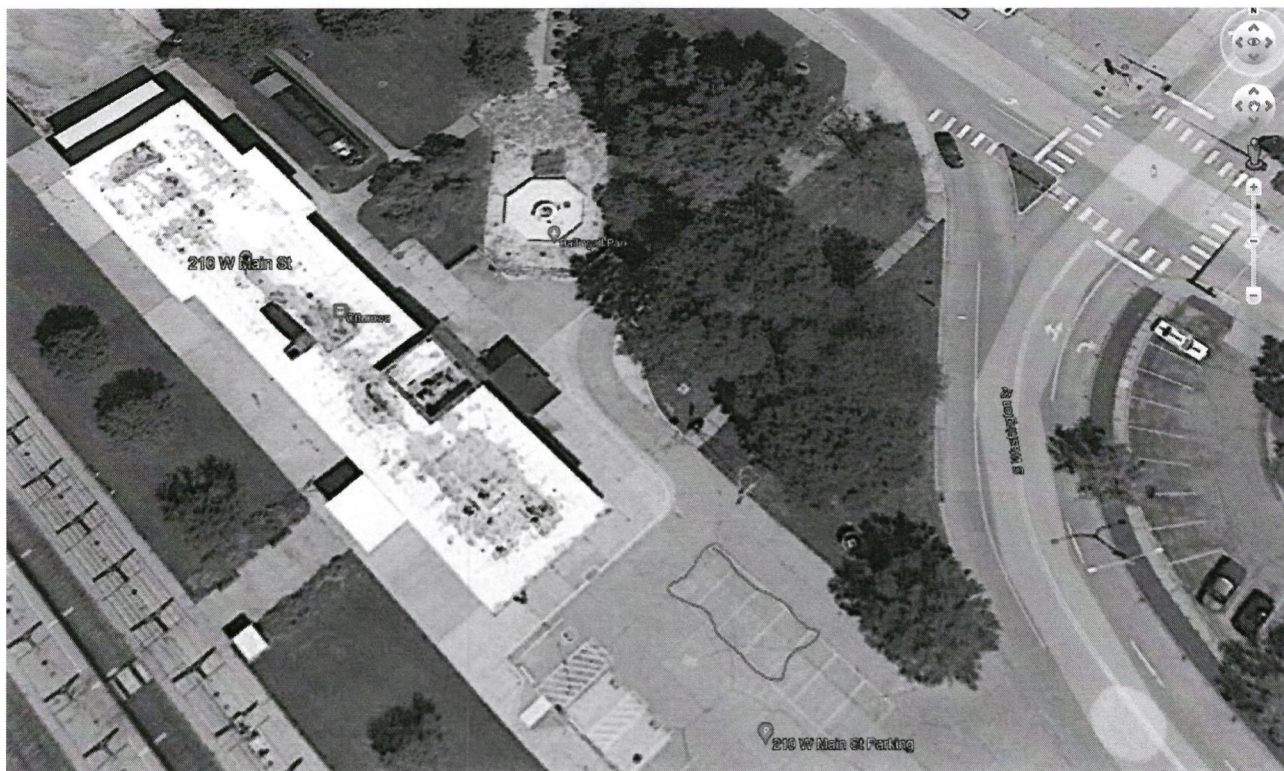
OTTUMWA IOWA

EXHIBIT B - LEASE PREMISES PLAN



	Office of Chief Engineer STRUCTURES <small>National Railroad Passenger Corporation 30th Street Station, Philadelphia, Pennsylvania 19104</small>	Approved	Date		

**EXHIBIT C
PARKING**



Four (4) Amtrak parking spaces in **RED**.

received
4-12-24 8:30A

bevis221

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 16, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 101-2024: A Resolution Fixing a Date for a Public Hearing on the Proposal to Convey Certain Real Property Locally Known as 119 W Fifth, Ottumwa, Iowa to John and Noma Woudenberg

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 101-2024.

DISCUSSION: The City acquired the property at 119 W Fifth as part of an action under Iowa Code Section 657A which empowers cities to take title to abandoned property. However, during the course of this action, the prior own entered into a purchase agreement with John and Noma Woudenberg. Because the Woudenbergs are known to the department and have demonstrated capability in the necessary renovation and because the City seeks a

Source of Funds:

Budgeted Item: Budget Amendment Needed:

resolution that settles any issue with the title, Staff recommends selling the property to the Woudenbergs for \$15,000. This resolution sets May 7, 2024 as the date of a public hearing to approve the sale of this property. Resolution 91-2024 had set April 16 for this hearing, but the notice was not published.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

April 16, 2024

5:30 p.m.

- Resolution fixing date for a public hearing on the proposal to convey certain real property locally known as 119 W. Fifth, Ottumwa, Iowa to John and Noma Woudenberg, and providing for publication of notice thereof

IMPORTANT INFORMATION

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

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

April 16, 2024

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN AS 119 W. FIFTH, OTTUMWA, IOWA TO JOHN AND NOMA WOUDEMBERG", 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 _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. 101-2024

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE
PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN
AS 119 W. FIFTH, OTTUMWA, IOWA TO JOHN AND NOMA
WOUDENBERG

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 John and Noma Woudenberg (the “Agreement”), which Agreement proposes the sale of certain City-owned real property to John and Noma Woudenberg (the “Buyer”) for \$15,000 and other good and valuable consideration, under the terms and conditions set forth in the Agreement; and

WHEREAS, the real property proposed to be sold and conveyed to the Buyer under the Agreement is locally known as 119 W. Fifth, Ottumwa, Iowa and is legally described as follows:

Lot 18 and the Southeast one-half of Lot 19 in Half Block 4 in the Original Plat of the City of Ottumwa, Wapello County, Iowa. Also known as Lot 18 and the Southeast Half of Lot 19 in Half Block 4 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, and being more particularly described as follows, to-wit: Beginning at the most Easterly corner of said Lot 18, thence Southwesterly along the Southeasterly line of said Lot 18, a distance of 198 feet to the most Southerly corner of Lot 18, said point also being on the Northeasterly line of West Fifth Street in the said City of Ottumwa, Iowa, thence Northwesterly along the said Northeasterly line of West Fifth Street, a distance of 111.71 feet; thence Northeasterly a distance of 198 feet to a point on the Southwesterly along the said Southwesterly line of West Sixth Street, a distance of 111.91 feet to the point of beginning, to the City of Ottumwa, Wapello County, Iowa

(the “Property”); and

WHEREAS, it is appropriate, pursuant to Iowa Code Section 364.7, for this Council to set a date for public hearing on the proposed conveyance of the City’s interests in the Property and for the City to publish a notice of the public hearing.

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

Section 1. That this Council meet in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 p.m. on May 7, 2024, for the purpose of taking action on the matter of the proposal to convey interests in real property to John and Noma Woudenberg pursuant to the terms and conditions of the proposed Agreement.

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

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF
OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE
PROPOSAL TO CONVEY REAL PROPERTY TO JOHN AND NOMA
WOUDENBERG, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on May 7, 2024, at 5:30 p.m. at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey the City's interests in certain real property to John and Noma Woudenberg (the "Buyer") for \$15,000 and other good and valuable consideration under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is locally known as 119 W. Fifth, Ottumwa, Iowa and is legally described as follows:

Lot 18 and the Southeast one-half of Lot 19 in Half Block 4 in the Original Plat of the City of Ottumwa, Wapello County, Iowa. Also known as Lot 18 and the Southeast Half of Lot 19 in Half Block 4 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, and being more particularly described as follows, to-wit: Beginning at the most Easterly corner of said Lot 18, thence Southwesterly along the Southeasterly line of said Lot 18, a distance of 198 feet to the most Southerly corner of Lot 18, said point also being on the Northeasterly line of West Fifth Street in the said City of Ottumwa, Iowa, thence Northwesterly along the said Northeasterly line of West Fifth Street, a distance of 111.71 feet; thence Northeasterly a distance of 198 feet to a point on the Southwesterly along the said Southwesterly line of West Sixth Street, a distance of 111.91 feet to the point of beginning, to the City of Ottumwa, Wapello County, Iowa

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

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

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

Dated this _____ day of _____, 2024.

City Clerk, City of Ottumwa in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this April 16, 2024.

Mayor

ATTEST:

City Clerk

